



C-07-126

Contract # 4525
(obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- a. Contact City Clerk's Office for Contract Number
b. One copy of the Contract Routing Form
c. Two original contract documents

FILED

NOV 01 2007

CITY CLERK

CITY OF SHORELINE

2. Amendments/Change Orders

- a. Contact City Clerk's Office for a NEW Contract Number
b. One copy of the Contract Routing Form
c. Two original amendments/change orders
d. One copy of the original contract

CONTRACT DESCRIPTION

Originator:	Rika Cecil	Routed by:	Amanda
Department/Division:	Public Works/SWES	Date:	October 31, 2007
Type of Contract:	<input type="checkbox"/> (A) Addendum/Change Order <input type="checkbox"/> (W) Public Works <input type="checkbox"/> (O) Other		
	<input type="checkbox"/> (GR) Grants <input checked="" type="checkbox"/> (S) Purchase of Services		
	<input type="checkbox"/> (L) Lease Agreement <input type="checkbox"/> (I) Intergov't Agreement		
CONTRACT TITLE:	Comprehensive Garbage, Recyclables and Yard Debris Collection Contract		
Brief Description of Services:	Solid waste and recycling collection for residents, businesses and the City		
Contract Modification:	Has the original contract boilerplate language been modified?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, list which sections have been modified: not using standard City contract, per City Attorney direction			
Bid/RFP Number:	4344		
Name of Consultant/Contractor:	CleanScapes, Inc.		
Effective Date:	March 1, 2008	Termination Date:	February 28, 2015

Total Amount of Contract (including reimbursable expenses): \$5,487,944.00

Org Key - Obj Number:	Amount:	J/L Number (if required):
Org Key - Obj Number:	Amount:	J/L Number (if required):
Org Key - Obj Number:	Amount:	J/L Number (if required):
Org Key - Obj Number:	Amount:	J/L Number (if required):

Budget: Are there sufficient funds in the current budget to cover this contract? ☒ Yes ☐ No

If no, where are the additional funds coming from?

Payment Terms (monthly installments, progress payments, etc.): various per contract

Remarks:

SIGNATURE ROUTING

- ☒ 1. Project Manager/Director *AC 10/31*
☒ 2. Risk Management/Budget *10/31/07*
☒ 3. City Attorney *10/31/07*
☒ 4. Send to Consultant for signature (only contract documents)
☒ 5. City Council Approval (if required) 10/22/07
- ☒ 6. City Manager
- or -
☐ Dept. Director
☒ 7. City Clerk
☒ 8. Originating Dept.



Memorandum

DATE: 10/31/07

TO: Bob Olander

FROM: Mark Relph *MR*

CC: Jesus Sanchez
Jerry Shuster
Rika Cecil *RC*

RE: Solid Waste Contract with CleanScapes

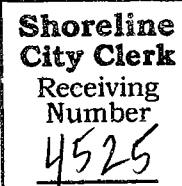
Attached is the Contract for CleanScapes, Inc. to provide comprehensive garbage, recyclables and yard debris collection for residents, businesses and the City. Service will begin March 1 and extend through February 28, 2015, with the possibility for two 2-year extensions.

On October 22, 2007, Council authorized you to sign the Contract.

The funds for the services, which CleanScapes will provide the City, as well as the Administrative Fee revenue, which CleanScapes will pay the City are in the 2008 budget.

If you have any questions, please contact me or Rika Cecil at -0460.

Please sign all three copies of the Contract. Thank you.



Comprehensive Garbage, Recyclables and Yard Debris Collection Contract

**City of Shoreline
and
CleanScapes, Inc.**

March 1, 2008 – February 28, 2015

Comprehensive Garbage, Recyclables and Yard Debris Collection Contract

Table of Contents

RECITALS.....	1
DEFINITIONS.....	1
1. TERM OF CONTRACT.....	5
2. SCOPE OF WORK.....	5
2.1 GENERAL COLLECTION SYSTEM REQUIREMENTS	5
2.1.1 City Service Area	5
2.1.2 Unimproved Public Streets and Private Roads.....	5
2.1.3 Hours/Days of Operation.....	6
2.1.4 Employee Conduct	6
2.1.5 Disabled Persons Service.....	6
2.1.6 Holiday Schedules.....	7
2.1.7 Inclement Weather and Other Service Disruptions	7
2.1.8 Suspending Collection from Problem Customers	8
2.1.9 Missed Collections.....	8
2.1.10 Same Day Collection.....	9
2.1.11 Requirement to Recycle and Compost	9
2.1.12 Routing, Notification and Approval	9
2.1.13 Equipment Age/Condition	10
2.1.14 Container Requirements and Ownership	10
2.1.14.1 Micro-cans, Mini-cans and Garbage Cans	10
2.1.14.2 Garbage, Recyclables and Yard Debris Carts	11
2.1.14.3 Detachable and Drop-box Containers	11
2.1.14.4 Recycling Carts.....	12
2.1.14.5 Ownership	13
2.1.14.6 Container Colors and Labeling	13
2.1.14.7 Container Weights.....	14
2.1.15 Spillage	14
2.1.16 Pilot Programs.....	14
2.1.17 Disruption Due to Construction.....	14
2.1.18 Contractor Planning Assistance	15
2.1.19 Safeguarding Public and Private Facilities.....	15
2.1.20 Company Name.....	15
2.1.21 Transition and Implementation of Contract.....	15
2.1.22 Coordination with City and Annual Performance Review.....	16
2.1.23 Disposal Requirements	17
2.1.24 Biodiesel.....	17
2.1.25 Violation of Ordinance	17
2.2 COLLECTION SERVICES.....	18
2.2.1 Single-family Residence Garbage Collection	18
2.2.1.1 Subject Materials	18
2.2.1.2 Collection Containers.....	18
2.2.1.3 Specific Collection Requirements.....	18

Comprehensive Garbage, Recyclables and Yard Debris Collection Contract

Table of Contents (continued)

2.2.2 Single-family Residence Recyclables Collection.....	19
2.2.2.1 Subject Materials	19
2.2.2.2 Containers	20
2.2.2.3 Specific Collection Requirements.....	20
2.2.3 Yard Debris Collection	22
2.2.3.1 Subject Materials	22
2.2.3.2 Containers	22
2.2.3.3 Specific Collection Requirements.....	22
2.2.3.4 Foodscraps Collection.....	23
2.2.4 Single Family Bulky Waste Collection	23
2.2.4.1 Subject Materials	23
2.2.4.2 Specific Collection Requirements.....	23
2.2.5 Multifamily Complex and Commercial Customer Garbage Collection.....	23
2.2.5.1 Subject Materials	23
2.2.5.2 Containers	24
2.2.5.3 Specific Collection Requirements.....	24
2.2.6 Multifamily Complex Recyclables Collection	25
2.2.6.1 Subject Materials	25
2.2.6.2 Containers	25
2.2.6.3 Specific Collection Requirements.....	25
2.2.7 Commercial Recycling Collection [***RESERVED FOR PROPOSAL ALTERNATIVE]	26
2.2.7.1 Subject Materials	26
2.2.7.2 Containers	26
2.2.7.3 Specific Collection Requirements.....	26
2.2.8 Multifamily Complex and Commercial Customer Yard Debris Collection	27
2.2.8.1 Subject Materials	27
2.2.8.2 Containers	27
2.2.8.3 Specific Collection Requirements.....	27
2.2.8.4 Commercial Foodscraps Collection	27
2.2.9 Drop-Box Container Garbage Collection.....	28
2.2.9.1 Subject Materials	28
2.2.9.2 Containers	28
2.2.9.3 Specific Collection Requirements.....	28
2.2.10 Temporary Container Customers.....	29
2.2.11 Service to City Facilities	29
2.2.12 City-Sponsored Community Events.....	29
2.2.13 Spring Clean-up.....	30
2.2.14 Other Solid Waste Collection Services	30
2.3 MANAGEMENT.....	31
2.3.1 Responsibility of Participants	31
2.3.1.1 Contractor's Responsibilities	31
2.3.1.2 City's Responsibilities	32
2.3.2 Customer Service And Billing.....	33
2.3.2.1 Office Location	33
2.3.2.2 Customer Service Requirements	34
2.3.3 Customer Billing Responsibilities	36
2.3.4 Reporting	37
2.3.4.1 Monthly Reports	37
2.3.4.2 Annual Reports	38
2.3.4.3 Ad Hoc Reports.....	39

Comprehensive Garbage, Recyclables and Yard Debris Collection Contract

Table of Contents (continued)

2.3.5 Promotion and Education	39
2.3.6 Field Monitoring.....	40
2.3.7 Transition to Next Contractor.....	40
3. COMPENSATION	40
3.1 COMPENSATION TO THE CONTRACTOR	41
3.1.1 Rates.....	41
3.1.2 Itemization on Invoices	41
3.1.3 Discontinuing Service for Nonpayment	41
3.2 COMPENSATION TO THE CITY	41
3.3 COMPENSATION ADJUSTMENTS	41
3.3.1 Annual Rate Adjustment.....	41
3.3.2 Periodic Adjustments	42
3.3.3 Changes in Disposal or Yard Debris Processing Sites.....	42
3.3.4 Other Modifications.....	43
3.4 CHANGE IN LAW	43
4. FAILURE TO PERFORM, REMEDIES, TERMINATION.....	44
4.1 LIQUIDATED DAMAGES.....	44
4.2 CONTRACT DEFAULT	46
4.3 AVAILABILITY OF COLLECTION VEHICLES.....	48
5. NOTICES.....	48
6. GENERAL TERMS.....	48
6.1 COLLECTION RIGHT	49
6.2 ACCESS TO RECORDS.....	49
6.3 CONTRACTOR TO MAKE EXAMINATIONS	50
6.4 INSURANCE	50
6.4.1 Minimum Scope of Insurance.....	50
6.4.2 Minimum Amounts of Insurance	51
6.4.3 Deductibles and Self-Insured Retentions	51
6.4.4 Other Insurance Provisions	51
6.4.5 Acceptability of Insurers	52
6.4.6 Verification of Coverage.....	52
6.4.7 Subcontractors	52
6.4.8 ACORD Form	52
6.5 PERFORMANCE BOND	53
6.6 INDEMNIFICATION.....	53
6.6.1 Indemnify and Hold Harmless	53
6.6.2 Notice to Contractor; Defense	53
6.6.3 Industrial Insurance Immunity Waiver	53
6.7 PAYMENT OF CLAIMS.....	54
6.8 CONFIDENTIALITY OF INFORMATION	54
6.9 ASSIGNMENT OF CONTRACT	54
6.9.1 Assignment or Pledge of Moneys by the Contractor.....	54
6.9.2 Assignment, Subcontracting, Delegation of Duties and Change in Control.....	54
6.10 LAWS TO GOVERN/VENUE	55
6.11 COMPLIANCE WITH LAW	55

Comprehensive Garbage, Recyclables and Yard Debris Collection Contract

Table of Contents (continued)

6.12 NON-DISCRIMINATION.....	56
6.13 PERMITS AND LICENSES.....	56
6.14 RELATIONSHIP OF PARTIES	57
6.15 BANKRUPTCY	57
6.16 RIGHT TO RENEGOTIATE/AMENDMENT.....	57
6.17 FORCE MAJEURE.....	57
6.18 ILLEGAL PROVISIONS.....	58
6.19 WAIVER.....	58
6.20 ENTIRETY	58

Attachment A: Service Area Map

Attachment B: Contractor Rates

Attachment C: Rate Modification Example

This solid waste collection contract is entered into by and between the City of Shoreline, a municipal corporation of the State of Washington ("City"), and CleanScapes, Inc., a Washington corporation ("Contractor") to provide for collection of Garbage, Yard Debris, and Recyclables from Single-family Residences, Multifamily Complexes and Commercial Customers located within the City Service Area. (Each capitalized term is hereinafter defined.)

The parties, in consideration of the promises, representations and warranties contained herein, agree as follows:

RECITALS

WHEREAS, the Contractor represents that it has the experience, resources and expertise necessary to perform the contract services; and

WHEREAS, the City desires to enter into this contract with the Contractor for the Garbage, Recyclables and Yard Debris collection services;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the City and Contractor do hereby agree as follows:

DEFINITIONS

Change in Control: Change in control means any sale, merger, policy of assets, the issuance of new shares, any change in the voting rights of existing shareholders, or other change in ownership which transfers the 25% or more of the beneficial interest therein from one entity to another. Provided, however, that intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of this contract shall not constitute an change in control.

City: The word "City" means the City of Shoreline, King County, Washington. As used in the Contract, it includes the official of the City holding the office of the City Manager or her/his designated representative, such as the City's Director of Public Works.

City Service Area: The initial City Service Area shall be the corporate limits of the City as of March 1, 2008.

Customer means all users of solid waste services. Customers may also be referred to as generators.

Commercial Customer: The term "Commercial Customer" means non-residential customers including businesses, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

Contractor: The word “Contractor” means CleanScapes, Inc., which has contracted with the City to collect and dispose of Garbage and to collect, process, market and transport Recyclables and Yard Debris.

Curb or Curbside: The words “Curb” or “Curbside” mean on the homeowners’ property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the resident, convenient to the Contractor’s equipment, and mutually agreed to by the City and Contractor.

Detachable Container: The term “Detachable Container” means a watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

Drop-box Container: The term “Drop-box Container” means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied and transported back to the Customer’s site.

Foodscraps: The word “Foodscraps” mean all compostable pre- and post-consumer food scraps, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds or egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor’s selected composting site. Foodscraps shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility.

Garbage: The word “Garbage” means all putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and discarded commodities that are placed by Customers of the Contractor in appropriate bins, bags, cans or other receptacles for collection and disposal by the Contractor. The term Garbage shall not include Hazardous Wastes, Special Wastes, Source-separated Recyclables or Yard Debris.

Garbage Can: The term “Garbage Can” means a City-approved container that is a water-tight galvanized sheet-metal or plastic container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle. All containers shall be rodent and insect proof. Customers shall keep the carts in sanitary conditions at all times.

Garbage Cart: The term “Garbage Cart” means a Contractor-provided 20-, 32-, 45-, 64- or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of Garbage. Garbage Carts shall be rodent and insect proof and kept in sanitary condition at all times.

Hazardous Waste: The term “Hazardous Waste” means any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.
- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

King County Disposal System: The term "King County Disposal System" means the real property owned, leased or controlled by the King County Solid Waste Division, King County, Washington for the disposal of Garbage, or such other site as may be authorized by the then current King County Comprehensive Solid Waste Management Plan.

Micro-can: The term "Micro-can" means a water-tight plastic container not exceeding ten gallons in capacity; fitted with two sturdy handles, one on each side; and fitted with a tight cover.

Mixed Paper: The term "Mixed Paper" means magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperboard packaging and other fiber-based materials meeting industry standards. Tissue paper, paper towels, food-contaminated paper or paper packaging combined with plastic wax or foil are excluded from the definition of Mixed Paper.

Multifamily Complex: The term "Multifamily Complex" means a multiple-unit Residence with five (5) or more attached or unattached units billed collectively.

Private Road: The term "Private Road" means a privately owned and maintained way that allows for access by a service truck and that serves multiple Residences.

Public Street: The term "Public Street" means a public right-of-way used for public travel, including public alleys.

Recyclables: The word "Recyclables" means aluminum cans; corrugated cardboard; glass containers; Mixed Paper; motor oil, newspaper; recyclable plastic containers that have contained non-hazardous products; plastic films; polycoated cartons; Scrap Metals and tin cans.

Recycling Cart: The term "Recycling Cart" means a Contractor-provided 32-, 64- or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of Source-separated Recyclables.

Recycling Container: The terms "Recycling Container" means a Contractor-provided Recycling Cart or Detachable Container suitable for on-site collection, storage and placement of Source-separated Recyclables at Multifamily Complexes and Commercial Customer locations.

Residence: The word "Residence" means a living space, with a kitchen, individually rented, leased or owned.

Scrap Metals: The term "Scrap Metals" means ferrous and non-ferrous metals, not to exceed two (2) feet in any direction and thirty-five (35) pounds in weight per piece.

Single-family Residence: The term "Single-family Residence" means all one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that are billed individually and located on a Public Street or Private Road and where each residential unit is billed individually.

Source-separated: The term "Source-separated" means certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including, but not limited to Recyclables, Yard Debris and other materials.

Special Waste: The term "Special Waste" means polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, county or local laws or regulations.

Yard Debris: The term "Yard Debris" means leaves, grass and clippings of woody, as well as fleshy plants. Unflocked holiday trees are acceptable. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet by two (2) feet by four (4) feet in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags and untied reusable plastic bags may be used to contain Yard Debris. Shredded paper may be included in yard debris carts.

Yard Debris Cart: The term "Yard Debris Cart" means a Contractor-provided 32-, 64- or 96-gallon wheeled cart provided to subscribing Yard Debris collection Customers for the purpose of containing and collecting Yard Debris and Foodscrap.

AGREEMENT

This agreement (hereafter, "Contract") is made and entered into this _____ day of October 2007, by and between the City of Shoreline, a municipal corporation (hereafter, "City"), and CleanScapes, Inc, a Washington corporation (hereafter, "Contractor"). The Contractor's

proposal to the City dated August 20, 2007 is incorporated by reference. In the event of a conflict between the proposal and this Contract, the Contract terms shall prevail.

1. Term of Contract

The term of this Contract is seven (7) years, starting March 1, 2008, and expiring February 28, 2015. The City may, at its sole option, extend the agreement for up to two (2) extensions, each of which shall not exceed two (2) years in duration. Any such extension shall be under the terms and conditions of this Contract, as amended by the City and Contractor from time to time. To exercise its option to extend this Contract, notice shall be given by the City to the Contractor no less than ninety (90) days prior to the expiration of the Contract term or the expiration of a previous extension.

2. Scope of Work

2.1 General Collection System Requirements

The Contractor shall collect, take title to and dispose of Garbage, Recyclables and Yard Debris according to the terms and conditions of this agreement; provided, that the Contractor shall not knowingly or as a result of gross negligence collect or dispose of Hazardous Waste or Special Waste as those terms are defined herein. The Contractor shall indemnify the City for any City damages cause by violation of this Section. To the extent identifiable, customers shall remain responsible for any Hazardous Waste or Special Waste provided and inadvertently collected by Contractor.

2.1.1 City Service Area

The Contractor shall provide all services pursuant to this Contract throughout the entire City Service Area.

2.1.2 Unimproved Public Streets and Private Roads

Residences located in an area that does not allow safe access, turn-around or clearance for service vehicles will be provided service if materials are set out adjacent to the nearest Public Street or Private Road that provides safe access.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service for Single-family Customers is impractical due to distance or unsafe conditions, the Contractor shall work with the Customer to negotiate the nearest safe convenient pick up location.

If the Contractor believes that there is a probability of Private Road damage, the Contractor shall inform the respective Customers and may require a damage waiver agreement or decline to provide service on those Private Roads. The City shall review and approve the damage waiver form prior to its use with the Contractor's Customers.

2.1.3 Hours/Days of Operation

All collections in Single-family Residence, Multifamily Complex and mixed-use areas shall be made on Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m. The City may authorize a temporary extension of hours or days. Saturday collection is allowed to the extent consistent with make-up collections, and holiday and inclement weather schedules.

All collection from Commercial Customers shall be made Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m., with the exception of Customers near areas zoned residential, which shall be made between the hours of 7:00 a.m. and 6:00 p.m. Exemptions may be granted in writing by the City to accommodate the special needs of Customers. City code noise restrictions, as amended from time to time, shall be applicable to Solid Waste Collection services.

2.1.4 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables and Yard Debris shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty containers. Employees shall not trespass or loiter, cross flower beds, hedges or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, employees shall wear a professional and presentable uniform with an identifying badge with photo and company emblem visible to the average observer.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall investigate any written complaint from the City regarding any unsatisfactory performance by any of its workers. If the offending conduct is repeated, the City may require that the person be removed from all performance of additional work under this Contract. Removal shall be addressed by the Contractor immediately.

2.1.5 Disabled Persons Service

The Contractor shall offer carry-out service for Garbage, Recyclables and Yard Debris to households lacking the ability to place containers at the Curb, at no additional charge. The Contractor shall use qualification criteria that are fair and meet the needs of the City's disabled residents. However, exemptions may be granted in writing by the Contractor to accommodate the special needs of customers. These criteria shall comply with all local, state and federal regulations, and shall be subject to City review and approval prior to program implementation.

2.1.6 Holiday Schedules

The Contractor shall observe the same holiday schedule as do King County Transfer Stations (New Years Day, Thanksgiving Day, and Christmas Day).

When the day of regular collection is a King County Transfer Station holiday, the Contractor may reschedule the remainder of the week of regular collection to the next succeeding workday, which shall include Saturdays. The Contractor may not collect Residential Garbage, Recyclables or Yard Debris earlier than the regular collection day due to a holiday. Commercial collections may be made one day early only with the consent of the Commercial Customer.

2.1.7 Inclement Weather and Other Service Disruptions

When weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City of its collection plans for each day inclement weather is experienced as soon as practical that same business day.

The Contractor shall collect Garbage, Recyclables and Yard Debris from Customers with interrupted service on the first day that regular service to a Customer resumes and shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 6:00 pm and/or on Saturdays following disruptions due to weather in order to finish collection routes.

If successive weather events occur on the same scheduled collection day(s) two weeks in a row, an additional collection will be made on the next possible business day that same week, (i.e. not waiting for the regularly scheduled collection day for the missed area.)

The inclement weather/disruption in service requirements in the preceding paragraph may be changed upon mutual written agreement of the Contractor and City at any time during the term of this Contract to better serve customers.

Weather policies shall be included in program information provided to Customers. On each inclement weather day, the Contractor shall release notices to the local newspapers and radio stations (including the Seattle Times and Seattle Post-Intelligencer newspapers and KING AM, KIRO, KOMO and KUOW radio stations) and the contractor's website notifying residents of the modification to the collection schedule. The City may specify additional media outlets for Contractor announcements at its discretion. The Contractor shall also notify The Shoreline Enterprise newspaper when the duration of an inclement weather event is long enough to warrant notice in that publication. The Contractor shall also notify the Shoreline Enterprise newspaper when the inclement weather lasts for four days or more and affects the collection schedule.

When closure of roadways providing access or other non-weather related events beyond the Contractor's control prevent timely collection on the scheduled day, the Contractor shall make

collections on the first day that regular service to a Customer resumes, collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 6:00 pm and/or on Saturdays following such disruptions in order to finish collection routes. Delayed or interrupted collections as described in this Section 2.1.7 are not considered service failures for purposes of Section 4.1.

2.1.8 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-owned containers, repeated refusal to position Garbage, Recycling and Yard Debris Carts properly for automated collection, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated claims of Contractor damage to a Customer's property, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer if reasonable efforts to accommodate the Customer and to provide services fail. If the Customer submits a written letter to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

2.1.9 Missed Collections

If Garbage, Recyclables or Yard Debris is set out inappropriately, improperly prepared or contaminated with unacceptable materials, the Contractor shall place in a prominent location a notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper notification to Customers of the reason for rejecting materials for collection shall be considered a missed collection and/or subject to liquidated damages due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables or Yard Debris that has been set out by a Customer in the proper manner shall be considered a missed pick-up, and the Contractor shall collect the materials from the Customer on the next day if notified by 12:00 noon the following weekday. The Contractor shall maintain a written record of all calls related to missed pick-ups and the response provided by the Contractor (see Section 2.3.4). Such records shall be made available for inspection upon request by the City and shall be included in monthly reports.

In the event that the Contractor fails to collect the missed pick-up within twenty-four (24) hours of receipt of notice (or on Monday in the event of notification after 5:00 p.m. on Friday), the Contractor shall collect the materials the next business day. If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, the Contractor shall be

permitted to charge the Customer an additional fee (a "return trip fee") for this service, providing the Contractor notifies the Customer of this charge in advance.

2.1.10 Same Day Collection

Garbage, Recyclables and Yard Debris collection shall occur on the same regularly scheduled day of the week for Single-family Residence Customers. The collection of Garbage, Recyclables and Yard Debris from Multifamily Complexes and Commercial Customers need not be scheduled on the same day.

2.1.11 Requirement to Recycle and Compost

The Contractor shall recycle or compost all loads of Source-separated Recyclables and Yard Debris collected, unless express prior written permission is provided by the City. The disposal of contaminants separated during processing is acceptable to the extent that it is unavoidable and consistent with industry standards. The Contractor's residuals from the overall processing operations at the facility (including both City and non-City material) shall not exceed 5%. Recyclables in residual stream shall not exceed 2% of the inbound Recyclables. If more than 2% of inbound materials are found to be contaminants, the Contractor will develop a plan to determine which customers are adding contaminants in their Recyclables and provide a public education program to remedy the situation.

The Contractor shall process Recyclables in such a manner as to minimize out-throws and prohibitives in baled material. Out-throws shall be less than 8%, prohibitives less than 1%-2% by weight of outgoing materials. The Contractor shall remove 90% or more of the inbound contaminants for disposal.

City staff shall be provided access to the Contractor's processing facilities at any time for the purposes of periodically monitoring the facilities' performance under this Section. Monitoring may include, but not limited to, breaking selected bales and measuring the out-throws and prohibitives by weight, taking samples of processed glass and metals, reviewing actual markets and use of processed materials, and other activities to ensure the Contractor's performance under this Section and to ensure that misdirected recyclables and contamination are minimized.

Obvious contaminants included with either Source-separated Recyclables or Yard Debris shall not be collected, and shall be left in the Customer's container with a prominently displayed notification tag (per Section 2.1.9) explaining the reason for rejection.

2.1.12 Routing, Notification and Approval

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables and Yard Debris shall be collected from each Single-family Residence.

The Contractor may change the day of collection by giving notice at least thirty (30) days prior to the effective date of the proposed change to and obtaining written approval from the City. On the City's approval, the Contractor shall provide affected Customers with at least fourteen (14)

days written notice of pending changes of collection day. The Contractor shall obtain the prior written approval from the City of the notice to be given to the Customer, and such approval shall not be unreasonably withheld.

2.1.13 Equipment Age/Condition

All collection vehicles regularly used by the Contractor during the term of this Contract shall meet model year 2007 or later emissions standards. Back-up vehicles used fewer than thirty (30) days per year shall not be subject to the age and mileage limits that apply to regularly-used vehicles, but shall be presentable, in safe working order and shall be subject to all other conditions of this Section.

Vehicles used in the performance of this Contract shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once each week. Vehicles shall be repainted as needed and/or at the request of the City.

All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. Equipment shall be maintained in good condition at all times. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory to the City. The Contractor shall maintain collection vehicles to ensure that no liquid wastes (such as Garbage or Yard Debris leachate) or oils (lubricating, hydraulic or fuel) are discharged to Customer premises or City streets. Unremediated spills and failure to repair vehicle leaks shall be subject to liquidated damages. Any equipment not meeting these standards shall not be used within the City until repairs are made.

All collection vehicles shall be labeled with signs on both the front and driver's side door which clearly indicate the vehicle inventory number. A Customer complaint telephone number shall be labeled on the side of the vehicle. Signs shall use lettering not less than four (4) inches high and shall be clearly visible from a minimum distance of twenty (20) feet. Signs, sign locations and the complaint telephone number shall be subject to approval by the City. No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo and Customer service telephone number and website address. Special promotional messages may be permitted, upon the City's prior written approval.

All Contractor route, service and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have equipment capable of reaching all collection areas.

2.1.14 Container Requirements and Ownership

2.1.14.1 Micro-cans and Garbage Cans

Both Residential and Commercial Customers may elect to use Customer-owned Micro-cans or may choose to use Contractor-owned Micro-cans or Carts for Garbage collection service. In all cases, Customers will be directed to have at least one rigid container as their primary Garbage

container. Plastic bags may be used for overflow volumes of Garbage, but not as a Customer's primary container.

If a Customer uses their own Micro-can or Garbage Can (for extras), Contractor crews shall be expected to handle the container in such a way as to minimize undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned containers.

2.1.14.2 Garbage, Recyclables and Yard Debris Carts

The Contractor shall provide 10-gallon Micro-cans and 20-, 32-, 45-, 64- and 96-gallon Garbage Carts for the respective level of Garbage collection; 32-, 64- or 96-gallon Recyclables Carts; and 64- and 96-gallon Yard Debris Carts. All carts shall be manufactured from a minimum of 10 percent (10%) post-consumer recycled plastic, with a lid that will accommodate a Contractor affixed screening or label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial request. All wheeled cart manufacturers, styles and colors shall be approved in writing by the City prior to the Contractor ordering a cart inventory. All carts must have materials preparation instructions and telephone and website contact information printed on a sticker on the lid. The initial distribution of Carts shall not be screened, molded-in, molded-on, imprinted, or otherwise labeled, with the Contractor's logo or company name. All Contractor-owned wheeled carts shall: be maintained by the Contractor in good condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement; and be equipped with an anti-skid device or sufficient surface area on the bottom of the container to prevent unwanted movement. The carts shall contain instructions for proper use, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), and procedures to follow in order to minimize potential fire problems.

Collection crews shall note damaged hinges, holes, poorly functioning wheels and other similar repair needs on Contractor-owned carts (including those for Garbage, Recycling and Yard Debris) and forward repair notices to the Contractor's service personnel. Cart repairs shall then be made within seven (7) days at the Contractor's expense. Any wheeled cart that is damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public shall be replaced no later than seven (7) business days after notice from the Customer or City. Replacement carts may be used and reconditioned, but shall be clean and appear presentable. Unusable carts shall be cleaned (if necessary) and recycled to the extent possible.

In the event that a particular Customer repeatedly damages a cart or requests more than one replacement cart during the term of the Contract due to negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may discontinue service to that Customer, on the City's prior approval.

2.1.14.3 Detachable and Drop-box Containers

The Contractor shall furnish and install 1-, 1.5, 2-, 3-, 4-, 6- and 8-cubic yard Detachable Containers, and 10-, 20-, 30- or 40-cubic yard uncompacted Drop-box Containers to any Customer who requires their use for storage and collection of Garbage, Recyclables or Yard Debris within three (3) days of the request. Containers shall be located on the premises in a manner satisfactory to the Customer and for collection by the Contractor.

Detachable Containers shall be: watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for containers 2-cubic yards and under; be in good condition for Garbage, Recyclables or Yard Debris storage and handling; and, have no leaks, jagged edges or holes. Drop-box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair. Each type of container (i.e. Recyclables, Yard Debris or Garbage) shall be painted a color consistent with the program it is used for, subject to the requirements of Section 2.1.15.6, with color changes subject to the City's prior written approval. Containers shall be repainted as needed, or upon notification from the City.

Detachable Containers shall be cleaned, reconditioned and repainted (if necessary) before being supplied to a Customer who had not used it earlier. The Contractor shall provide an on-call container cleaning service to Customers. The costs of on-call cleaning shall be billed directly to the Customer in accordance with Attachment B.

Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within twenty-four (24) hours any container that was supplied by the Contractor and was in use if the City or a Health Department inspector determines that the container fails to comply with reasonable standards or constitutes a health or safety hazard.

Customers may elect to own or secure containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account. However, containers owned or secured by Customers must be capable of being serviced by Contractor's front load or Drop-box Container collection vehicles to be eligible for collection. The Contractor is not required to service Customer containers that are not compatible with the Contractor's equipment.

In the event that a particular Customer repeatedly damages a container due to negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may discontinue service to that Customer, on the City's prior approval.

2.1.14.4 Recycling Carts

Following the initial distribution of Recycling Carts [Section 2.2.2.2], the Contractor shall provide Recycling Carts to new Customers within the City Service Area, including new residences and annexation areas, as well as replacement Carts to existing Customers who request them because of loss, theft or damage. Carts shall be provided within seven (7) days of a Customer request.

All distributed Recycling Carts, including those provided in the initial distribution, shall include information materials describing material preparation and collection requirements. Any materials published by the Contractor must be reviewed and approved by the City prior to printing and distribution by the Contractor. All Recycling Carts shall be labeled with materials preparation instructions and telephone and website contact information. All Recycling Carts shall be provided at the Contractor's sole expense.

The Contractor shall provide 32- or 64-gallon Recycling Carts on request to those residents requiring less capacity than provided by the default 96-gallon Recycling Cart.

2.1.14.5 Ownership

On the termination of this Contract for any reason, all Contractor-supplied Garbage Carts, Recycling Carts and Yard Debris Carts purchased or obtained by the Contractor shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Any remaining cart warranties shall be transferred to the City.

Detachable Containers and Drop-box Containers shall be purchased, delivered and maintained by the Contractor during the term of this Contract. On the termination of this Contract for any reason, the City may, at its option, purchase or assign the right to purchase the Contractor's in-place inventory of Detachable Containers or Drop-box Containers for use by the successive contractor. In the event that the City elects to purchase the Contractor's containers, the sale price shall equal fifty percent (50%) of the average new price for each container, based on the average price from three (3) manufacturers at the time of the termination. The Container's warranties shall also be transferable to the City. For the purposes of this transaction, the average prices shall include transportation from the manufacturer to the Contractor's closest service yard, but shall exclude sales or use taxes.

2.1.14.6 Container Colors and Labeling

New and replacement Contractor-provided Recycling Carts shall be blue, Yard Debris Carts shall be green, and Garbage Carts shall be black or grey. Detachable Containers used for Garbage shall be green and Detachable Containers used for Recyclables shall be blue. The City may direct changes to cart colors at any time prior to the Contractor ordering initial or replacement carts provided the new direction from the City does not require replacement of existing inventories and the cost per unit does not increase to the Contractor. Specific container colors shall be approved by the City prior to the Contractor's order of new containers.

All Garbage Carts, Recycling Carts Yard Debris Carts, Detachable Containers and Drop-boxes shall be labeled with instructional information and contact information, including both a customer service phone number and a website address. All labels shall be approved by the City prior to ordering by the Contractor. The location of the label on the carts shall be subject to the City's prior approval. Labels shall be replaced when faded, damaged, or upon City or Customer request.

2.1.14.7 Container Weights

Garbage Cans used for extra Garbage and Yard Debris shall not exceed fifty-five (55) pounds in weight. Carts weights shall not exceed thirty (30) pounds for the 20-gallon size, sixty (60) pounds for the 32-gallon size, ninety (90) pounds for the 45-gallon size, one hundred-twenty (120) for the 64-gallon size and one hundred-eighty (180) for the 96-gallon size. No specific weight restrictions are provided for Detachable Containers, however, the Contractor shall not be required to lift a Detachable Container exceeding the safe working capacity of the collection vehicle. Drop-box weights must not cause the collection vehicle to exceed legal road weights.

2.1.15 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing or spillage. Any spillage of materials caused by Contractor that occurs during collection shall be immediately cleaned up by the Contractor at its expense. Spillage not immediately cleaned up shall be cause for liquidated damages, as described in Section 4.1.

All vehicles used in the performance of this Contract shall be required to carry and regularly maintain spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up, blowing materials, litter, leaks and spillage of vehicle fluids and leachate. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. The Contractor shall develop spill response procedures for review and approval by the City before initiating any work under this Contract. All drivers shall be provided with annual training on the use of spill kits and associated containment and notification procedures.

2.1.16 Pilot Programs

The City may wish to test and/or implement one or more new developments in waste stream segregation, materials processing or collection technology at some point during the term of the Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on a City-wide basis. The costs (or savings) accrued by City-initiated pilot programs shall be negotiated prior to implementation.

Contractor-initiated pilot programs shall require prior written notification and approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers; however, savings accrued may be subject to negotiations prior to implementation at the City's request.

2.1.17 Disruption Due to Construction

The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. However, the Contractor shall, by the most expedient manner, continue to collect Garbage, Recyclables and Yard Debris to the same extent as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or the Contractor's Customers.

2.1.18 Contractor Planning Assistance

The Contractor shall, upon request and without additional cost, make available site planning assistance to either the City and/or property owners. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the City Service Area, and shall address the design and planning of Garbage, Recyclables and Yard Debris removal areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building managers when realigning Garbage, Recyclables and Yard Debris services.

2.1.19 Safeguarding Public and Private Facilities

The Contractor shall be obligated to protect all public and private improvements, facilities and utilities whether located on public or private property, including street curbs. If such improvements, facilities, utilities or curbs are damaged by reason of the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same. If the Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost of doing so shall be billed to the Contractor.

2.1.20 Company Name

The Contractor shall not use a firm name containing the words "Shoreline," "City," or any words implying municipal ownership.

2.1.21 Transition and Implementation of Contract

The Contractor shall work with the City to explain the expanded commingled recycling collection system and Garbage collection service placement requirements, container sizes and rates. The Contractor shall, at its expense, provide the following:

- (1) By January 25, 2008, the Contractor shall mail and all Residential Customers shall have received a post card notifying them of the delivery of new carts, the key services of the contract and instructions for the period of time prior to the implementation of new services.

- (2) By February 29, 2008 the Contractor will deliver with the new carts a User Guide in a plastic bag taped to the cart that includes information on container placement, available service levels and rates, Recyclables and Yard Debris/Foodscraps preparation and collection requirements, restrictions on disposal, bulky waste recycling and disposal opportunities, day of collection and other pertinent information. The Contractor shall also design, produce and distribute with the User Guide a magnetized information card describing acceptable Residential Recyclable, Yard Debris/Foodscraps and Garbage preparation and set-out requirements. The magnets shall be delivered to both Single Family and Multifamily Customers.
- (2) Starting February 1, 2008 and continuing through February 28, 2008, the Contractor shall deliver Garbage Carts, Recycling Carts and Yard Debris Carts to subscribing Single-family Customers. Contractor shall deliver the same size Garbage Cart for each service as currently provided to each cart customer.
- (3) Starting February 11, 2008 and continuing through February 28, 2008, the Contractor shall deliver Carts, Detachable Containers and Drop-box Containers to Multifamily and Commercial Customers. Containers may be delivered earlier in the month provided that the Contractor has the approval of the customer to do so.
- (4) Additional staffing shall be provided for Contractor customer service lines to accommodate Customer questions, Residential service level shifting requests, and Commercial Customer container orders during the transition period.

The above dates may be shifted earlier upon permission of the City, provided that Customers receive new containers in a way to minimize confusion.

All container decals, cart imprints and materials provided by the Contractor to Customers shall be reviewed and approved by the City in advance.

2.1.22 Coordination with City and Annual Performance Review

The Contractor's supervisory staff shall be available to meet with the City at the City's offices on request to discuss operational and Contract issues. The City may, at its option, conduct an annual performance review of the Contractor's performance under this Contract. The City may perform the review to confirm various aspects of the Contractor's operations and compliance with this Contract. City staff or contracted consultants may provide the review at the City's direction. The Contractor shall fully cooperate and assist with all aspects of the performance review, including access to route and Customer service data, safety records and other applicable information. The City's review ability under this provision is limited to non-financial reviews of Contract compliance.

The results of the performance review shall be presented to the Contractor and a plan for addressing any deficiencies shall be provided to the City within two (2) weeks of the Contractor's receipt of the review. The Contractor shall plan for and correct in good faith any deficiencies found in its performance under this Contract.

The Contractor's plan shall address all identified deficiencies and include a timeline for corrective actions. The Contractor's corrective plan shall be subject to review and approval by the City. Upon approval of the plan, the Contractor shall proceed to correct deficiencies. Failure to correct deficiencies as outlined in the plan and/or failure to initiate corrective actions within thirty (30) days shall constitute a failure to perform and the City, at its sole option, may provide the Contractor with six (6) months notice of contract termination. The City's determination of failure to perform shall not be unreasonable.

The Contractor shall continually monitor and evaluate all operations to ensure compliance with this Contract. At the request of the City, or at no less than quarterly intervals, the Contractor shall report its actual performance measures, how they compare with the City performance requirements, and provide a plan and timelines for remedial measures to correct any items failing to meet City requirements.

2.1.23 Disposal Requirements

All Garbage collected under this Contract, as well as residues from processing Recyclables and Yard Debris, shall be delivered to the King County Disposal System, unless otherwise directed in writing by the City.

Construction and demolition debris collected by the Contractor may be processed to recover recyclables, provided that the residual is disposed in accordance with the City's Interlocal Agreement with King County. In the event the Contractor elects to haul that mixed construction and demolition debris to a private processing facility, the Contractor shall charge the customer no more than the equivalent disposal fee at a King County Disposal System transfer station and shall charge hauling fees no higher than provided for in Attachment B.

2.1.24 Biodiesel

Upon written City notification, the Contractor shall use 20% biodiesel fuel in its vehicles used in the performance of this Contract. The percentage requirement may be met either by using a 20% blend fuel in all vehicles, or using a higher percentage in specific vehicles to achieve the same result.

The Contractor may request permission from the City to temporarily or permanently discontinue biodiesel use if the Contractor is unable to reasonably obtain biodiesel or has continued unresolvable operating problems with the use of biodiesel. The City shall consider the request, provide its own investigations and provide a response to the Contractor within thirty (30) days of receiving the Contractor's request.

2.1.25 Violation of Ordinance

The Contractor shall report in writing to the Director any observed violation of the City's ordinance providing for and regulating the collection, removal and disposal of Garbage, Recyclables and Yard Debris.

2.2 Collection Services

2.2.1 Single-family Residence Garbage Collection

2.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed Curbside for disposal by Single-family Residence Customers in and adjacent to Micro-cans Garbage Cans (for extras) or Contractor-owned Garbage Carts. The Contractor shall offer carry-out service to disabled Customers at no charge (per Section 2.1.5) and to all other Customers for the appropriate service level rate, plus the carry-out surcharge, in accordance with Attachment B.

Garbage containing Yard Debris shall not knowingly be collected and instead prominently tagged with a notice informing the Customer that the City does not accept for collection Yard Debris mixed with Garbage. Contractor's knowing collection of Garbage mixed with visible Yard Debris shall be grounds for liquidated damages.

The Contractor shall not be required to collect hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options. The Customer shall remain responsible for all costs associated with handling and disposal of hazardous materials inadvertently collected by Contractor.

2.2.1.2 Collection Containers

The Customer's primary container must be a Micro-can or Garbage Cart. Plastic bags and Garbage Cans may only be used for excess waste, not as the Customer's primary container. Cart rental fees shall be embedded in the respective level of cart service and not separately charged.

Micro-cans and Garbage Carts shall be delivered by the Contractor to Single-family Residence Customers within seven (7) days of the Customer's initial request.

2.2.1.3 Specific Collection Requirements

The Contractor shall offer regular weekly collection of the following service levels:

1. one 10-gallon Micro-can
2. one 20-gallon Garbage Cart;
3. one 32-gallon Garbage Cart;
4. one 45-gallon Garbage Cart;
5. one 64-gallon Garbage Cart;
6. one 96-gallon Garbage Cart; and
7. one 32-gallon sunken can placed in below-grade vaults (available only to Customers with service prior to the execution date of this agreement).

On request, the Contractor shall also offer Customers monthly collection of one 32-gallon Garbage Cart without putrescible wastes.

Roll-out charges shall be assessed only to those Customers who choose to have the Contractor move a container to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift a Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight container at the "extra" rate, provided that the Customer agrees to pay for special handling, otherwise, the container shall be left at the Curb with notification as to why it was not collected. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all extra fees. All "extras" from Customers with a history of disputed charges shall be documented with a date and time stamped photograph. Customers shall be allowed to specify that no "extras" be collected without prior Customer notification, which shall be provided by the Customer no less than twenty-four (24) hours prior to that Customer's regular collection.

Collections shall be made from Single-family Residences on a regular schedule on the same day and as close to a consistent time as possible on Public Streets. The Contractor may tag inappropriately placed containers and may discontinue service in the event of persistent inappropriate container placement. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return containers, in an upright position, with lids closed and attached, to their set out location and not on streets, sidewalks, or public pathways.

2.2.2 Single-family Residence Recyclables Collection

2.2.2.1 Subject Materials

The defined list of Recyclables shall be collected from all participating Single-family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Recyclables from Single-family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the customers' recycling cart. Recyclables must be prepared as follows and uncontaminated with food or other residues:

Aluminum Cans and Foil:	All aluminum cans and clean foil that is placed in the Recycling Cart.
Corrugated Cardboard:	All corrugated cardboard that is smaller than three (3) feet by three (3) feet, flattened and placed in or next to the Customer's Recycling Cart.
Glass Containers:	All colored or clear jars and bottles that are rinsed and have lids removed. Fluorescent and incandescent light bulbs, ceramics and window glass are excluded.
Mixed Paper:	All Mixed Paper.

Motor Oil:	Up to two gallons of motor oil that is free from contaminants and placed in one gallon screw-top natural color HDPE jugs (e.g. Milk jugs), labeled with the customer's address and placed next to the customer's Recycling Cart.
Newspaper:	All newspaper and advertising supplements that are delivered with newspapers.
Plastic Containers:	All plastic (#1-#7) bottles, jugs and tubs. Other plastics, automotive or other hazardous product containers, and lids are excluded.
Polycoated Cartons and Boxes:	All plastic coated cartons and boxes that are flattened.
Scrap Metal:	All ferrous and non-ferrous Scrap Metal that is free of wood, plastic, rubber and other contaminants; and meets the size requirements defined for Scrap Metals. Scrap metal shall include small appliances provided they meet the size requirements.
Tin Cans:	All food and beverage tin cans with labels removed.

2.2.2.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Recycling Carts. The Contractor shall procure and distribute Recycling Carts to all Single-family Residence Customers by February 28, 2008. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Recycling Carts on request to those Customers requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall be screened, molded-on, molded-in or labeled with recycling collection requirements in accordance with Section 2.1.14.6, and shall include a program packet of materials when distributed. The program packet of materials shall include items identified in Section 2.1.21.

Recycling Carts shall be delivered by the Contractor to new Customers or those Customers requesting replacements, within seven (7) days of the Customer's initial request.

2.2.2.3 Specific Collection Requirements

Single-family Residence Recyclables collection shall occur every-other-week on the same day as each household's Garbage and Yard Debris collection. Single-family Residence Recyclables collection shall occur during the hours and days specified in Section 2.1.3. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as

possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return containers with their lids closed and attached to their set out location in an orderly manner.

The Contractor shall collect all properly prepared Single-family Residence Recyclables from Garbage Customers. No limits shall be placed on set-out volumes, except in the case when extremely large quantities of commercially-generated materials are consistently set out at a Single-family Residence. In this case, the Contractor shall request the resident to use a larger Recycling Cart or use commercial recycling services for the excess volumes. If the resident continues to set out commercial quantities of Recyclables, the Contractor shall notify the City for further action. In the event that large quantities of residentially-generated cardboard (e.g. moving boxes) are set out for collection, the Contractor may collect the excess materials the following day in a separate truck, provided that clear written notification of the collection delay is provided to the Customer.

The Contractor shall collect from Single-family residential customers' properly packaged used motor oil. The Contractor may refuse to collect used motor oil from any customer for any one of the following reasons: 1) the oil was not packaged in a one gallon plastic milk jug; 2) the milk jug contained substances other than motor oil; 3) the milk jug was not leak proof; 4) the container is not properly labeled with the customer's name and address; or 5) there is spillage at the customer location which is not caused by the Contractor's employees. Should the Contractor reject used motor oil for any of these reasons, a tag outlining the reason for rejection shall be left with the oil.

Customers requiring (an) empty milk jug(s) to participate in the program may leave a written request to that effect for the Contractor's recycling truck driver, and the driver shall furnish empty containers.

The City shall indemnify, hold harmless and defend the Contractor, its officers, employees and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, or injuries, sickness or death to persons, or damage to property, which is caused by or results from used motor oil spills that occur prior to the Contractor collecting the used motor oil at or from the customers location.

The Contractor shall equip all collection vehicles with a spill control kit. The Contractor shall train all its employees involved with the collection and handling of used motor oil on proper containment procedures. The Contractor shall be responsible for the proper handling and marketing of all used motor oil it collects in the City Service Area.

Upon one hundred twenty (120) days written notice, the City may elect to shift from every-other-week to weekly Recyclables collection, in which case \$3.19 per month shall be added to the Single-family Customer rate. The weekly recycling collection fee is subject to adjustment pursuant to Section 3.3.1 throughout the term of the Contract.

2.2.3 Yard Debris Collection

2.2.3.1 Subject Materials

Yard Debris shall be collected each collection cycle from all participating Single-family Residences.

Contaminated or oversized Yard Debris materials rejected by the Contractor at the Curb shall be tagged in a prominent location with an appropriate problem notice explaining why the material was rejected.

2.2.3.2 Containers

A 96-gallon Yard Debris Cart shall be provided to all Yard Debris collection subscribers. The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Yard Debris Carts. Yard Debris Carts shall be labeled with instructional information, in accordance with Section 2.1.14.6. The default Yard Debris Cart size shall be 96-gallons, with 32- and 64-gallon sizes available upon request.

Extra Yard Debris material that does not fit in the initial Yard Debris Cart shall be bundled or placed in Kraft bags or Customer-owned Garbage Cans labeled for Yard Debris. Customers choosing to use their own containers for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the container's contents as Yard Debris.

Yard Debris Carts shall be delivered by the Contractor to Customers within seven (7) days of the Customer's initial request.

2.2.3.3 Specific Collection Requirements

Yard debris materials shall be collected every-other-week from all Single Family Residences who subscribe to Yard Debris service. Yard Debris in excess of 96 gallons may be charged as "extras" in 32-gallon increments, with each extra equaling 32 gallons.

The Contractor shall collect on Public Streets and Private Roads, in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return containers in an upright position, with lids attached, to their set out location.

Upon one hundred twenty (120) days written notice, the City may elect to shift from every-other-weekly to weekly Yard Debris collection, in which case \$4.22 per month shall be added to the Customer rate for Yard Debris collection. This weekly Yard Waste fee is subject to adjustment pursuant to Section 3.3.1 throughout the term of the Contract.

2.2.3.4 Foodscraps Collection

The Contractor shall accept uncontaminated Foodscraps included and mixed with Yard Debris in Yard Debris Carts for Single Family Residential Customers who subscribe to the City's Yard Debris service. If the City elects to provide kitchen foodscrap containers, the City shall arrange and separately pay for container distribution, either through the Contractor or another source. The range of materials handled by the Foodscraps collection program may be changed from time to time upon the approval of the City to reflect those materials allowed by the Seattle-King County Health Department for the frequency of collection provided by the Contractor.

2.2.4 Single Family Bulky Waste Collection

2.2.4.1 Subject Materials

On-call Bulky Waste collection shall be offered, and shall be provided at the rates listed in Attachment B. Collected oversized items shall be recycled by the Contractor to the extent possible. The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis.

2.2.4.2 Specific Collection Requirements

On-call collection services of bulky waste such as couches, mattresses, white goods and other oversized materials must occur during the hours and days specified in Section 2.1.3, with the exception that Saturday collection is permissible if it is more convenient for Customers. The Contractor's crews shall make collections in an orderly and quiet manner.

2.2.5 Multifamily Complex and Commercial Customer Garbage Collection

2.2.5.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial Customers in acceptable containers as designated in Section 2.2.5.2.

Garbage containing Yard Debris shall not knowingly be collected and instead prominently tagged with a notice informing the Customer that the City does not accept for collection Yard Debris mixed with Garbage. Contractor's knowing collection of Garbage mixed with visible Yard Debris shall be grounds for liquidated damages.

The Contractor shall not be required to collect hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a notice prominently displayed with the rejected materials listing why they were not collected and provide the Customer with a contact for further information on proper disposal. The Customer shall remain responsible for all costs associated with handling and disposal of hazardous materials inadvertently collected by Contractor.

2.2.5.2 Containers

The Contractor shall provide containers meeting the standards described in Section 2.1.14. Multifamily Complex and Commercial Customers shall be offered a full range of containers and service options, including Garbage Carts, one (1) through six (6) cubic yard compacted and one (1) through eight (8) non-compacted Detachable Containers, and compacted and non-compacted Drop-box Containers.

Materials in excess of container capacity or the subscribed service level shall be collected and properly charged as "extras" at the rates listed in Attachment B. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all "extras." All "extras" shall be documented with a date and time stamped photograph.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multifamily Complex and Commercial Customers. However, not all collection sites within the City Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide containers and collection services capable of servicing all Customer sites, whether or not front-load collection is feasible.

Contractor-owned containers shall be delivered by the Contractor to requesting Multifamily Complex and Commercial Customers within three (3) days of the Customer's initial request. Customers shall properly care for Containers on the Customer's property, shall use reasonable efforts to protect such Containers from graffiti or negligent misuse, and shall not use such Containers for other than their intended purpose.

Customers may elect to own or secure containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account. However, containers owned or secured by Customers must be capable of being serviced by front load or Drop-box Container collection vehicles to be eligible for collection. The Contractor shall provide labels and collection service for compatible Customer-owned containers. The Contractor is not required to service Customer containers that are not compatible with the Contractor's equipment. In the event of a dispute as to whether a particular container is compatible, the City shall make a final determination.

2.2.5.3 Specific Collection Requirements

Commercial Garbage collection shall be made available to Multifamily Complex and Commercial Customers daily, Monday through Friday, during the times specified in Section 2.1.3. Collection at Multifamily sites shall be limited to the same hours as Single-family Residence collection. Collections shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. Containers shall be replaced after emptying in the same location as found.

Roll-out charges shall be assessed in fifteen (15) foot increments only to those Customers for whom the Contractor must move a container over twenty (20) feet to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Garbage Can, Garbage Cart or Detachable Container lid in excess of six (6) inches from the normally closed position.

Customers may request extra collections and shall pay a proportional amount of their regular monthly rate for that service.

2.2.6 Multifamily Complex Recyclables Collection

2.2.6.1 Subject Materials

The Contractor shall collect all Recyclables from Multifamily Complexes that are prepared in a manner similar to that described for Single-family Residence Recyclables in Section 2.2.2.1., with the exception of motor oil.

2.2.6.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Recycling Carts. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Recycling Carts on request to those complexes requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall be labeled with recycling collection requirements in accordance with Section 2.1.14.6 when distributed. Participant informational packets shall be delivered to the Multifamily Complex manager as described in Section 2.1.21.

At larger Multifamily Complexes, the Contractor may use Detachable Containers for recycling collection provided that they are clearly distinguished from containers used for Garbage or Yard Debris collection and are equipped with City-approved prominent identifying and instructional labels.

Recycling Carts and containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request. Multifamily Complex Recycling Carts shall be relabeled periodically in accordance with Section 2.1.14.6.

2.2.6.3 Specific Collection Requirements

Multifamily Complex recycling collection shall occur weekly or more frequently, as needed, during the hours and days specified in Section 2.1.3 for Multifamily Complex collection. Collections shall be made on a regular schedule on the same day(s) of the week to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. Containers shall be replaced after emptying in the same location as found.

When space constraints limit the provision of containers appropriately-sized for weekly collection, the Contractor shall provide more frequent collection, as necessary, of smaller containers to provide adequate capacity for the Multifamily Complex site.

2.2.7 Commercial Recycling Collection

2.2.7.1 Subject Materials

The defined list of Recyclables, with the exception of large amounts of Scrap Metal and Motor Oil, shall be collected from all participating Commercial Customers as part of basic Garbage collection services, without extra charge subject to the limitation in Section 2.2.7.3.

The Contractor shall collect all Recyclables from Commercial Customers that are prepared in a manner similar to that described for Single Family Residential Recyclables in Section 2.2.2.1.

2.2.7.2 Containers

Contractor-supplied Recycling Containers shall be used for collecting Commercial Recyclables. Recycling Carts shall be distinguished from Yard Debris or Garbage collection and shall include prominent identifying labels that provide directions for the preparation of the materials to be placed in the cart.

At larger businesses, the Contractor may use Detachable Containers or Drop-box Containers for Recyclables collection provided that they are distinguished from containers used for Garbage collection and are equipped with prominent identifying labels.

Contractor-owned containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

2.2.7.3 Specific Collection Requirements

Commercial Recyclables collection shall be offered weekly during the hours and days specified in Section 2.1.3. Collections shall be made on a regular schedule on a consistent day and as close to a consistent time as possible to minimize customer confusion. The Contractor shall collect in alleys where practical, and on streets where no alleys are present. Containers shall be replaced in the same location after emptying.

When providing commercial recycling to a particular Customer, the Contractor shall not be required to provide recycling container capacity greater than 200 percent of that customer's garbage collection container size, with the exception of Drop-box customers which shall be provided recycling container capacity up to an amount equivalent to their Garbage container capacity. For example, a Customer with a two cubic yard Garbage container would be provided up to four cubic yards of recycling container capacity, and a 30-yard Drop-box Garbage container would be provided up to 30-yards of recycling capacity. Any additional recycling may be fee-based as negotiated between that Customer and the Contractor or any other service provider the Customer chooses to use.

2.2.8 Multifamily Complex and Commercial Customer Yard Debris Collection

2.2.8.1 Subject Materials

The Contractor shall provide Yard Debris collection services to Multifamily Complex and Commercial Customers on a subscription fee basis, in accordance with the service level selected by the Customer.

Contaminated or oversized Yard Debris materials rejected by the Contractor shall be tagged in a prominent location with an appropriate problem notice explaining why the material was rejected.

2.2.8.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Yard Debris Carts and Detachable Containers.

Extra Yard Debris material that does not fit in a Yard Debris Cart or Detachable Container shall be bundled or placed in Kraft bags or Customer-owned 32-gallon containers.

Yard Debris Carts shall be delivered by the Contractor to new Multifamily Complexes or Commercial Customers within three (3) days of the Customer's initial request.

2.2.8.3 Specific Collection Requirements

Yard Debris shall be collected from Multifamily Complex and Commercial Customers at the same frequency schedule for Single-family Customers. Collections shall be made on a regular schedule on the same day(s) and as close to a consistent time as possible. Yard Debris in excess of the subscribed container size may be charged as "extras" in 32-gallon increments, with each extra equaling 32 gallons.

The Contractor shall collect at defined Multifamily Complex or Commercial Customer container spaces. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return containers with their lids closed and attached to their set out location.

2.2.8.4 Commercial Foodscrap Collection

Commercial customers may use the subscription Yard Debris Collection service for weekly foodscrap collection at the regular commercial Yard Debris rate, provided that they must comply with Seattle-King County Health Department regulations for commercial foodscrap collection and the materials being source separated are identical to those in the Residential Foodscrap collection program. Those regulations may include, but not be limited to, providing biodegradable kitchen container bags, providing Cart liners or other methods to maintain Container cleanliness. The Contractor shall not be required to provide bags as part of the basic collection service.

2.2.9 Drop-Box Container Garbage Collection

2.2.9.1 Subject Materials

The Contractor shall provide Drop-Box Container Garbage collection services to Multifamily Complex and Commercial Customers, in accordance with the service level selected by the Customer.

Garbage containing Yard Debris shall not knowingly be collected and instead prominently tagged with a notice informing the Customer that of the City will not accept for collection Yard Debris mixed with Garbage. Contractor's knowing collection of Garbage mixed with visible Yard Debris shall be grounds for liquidated damages.

The Contractor shall not be required to collect Drop-box Containers containing hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a prominently displayed notice with the rejected materials listing why they were not collected and providing the Customer with a contact for further information on proper disposal. If a Drop-box Container Customer persistently includes inappropriate materials in their containers, the Contractor shall photograph and otherwise document the inappropriate materials, and provide the Customer's name and address to the City for further action. The Customer shall remain responsible for all costs associated with handling and disposal of Hazardous Materials inadvertently collected by Contractor.

2.2.9.2 Containers

The Contractor shall provide containers meeting the standards described in Section 2.1.14. Both Customer-owned and Contractor-owned Drop-box Containers shall be serviced, including Customer-owned compactors.

Contractor-owned containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

2.2.9.3 Specific Collection Requirements

Single-family Residence, Multifamily Complex and Commercial Customer Drop-box Container collection must occur during the hours and days specified in Section 2.1.4. Collection of Drop-

box Containers in Single-family Residence and Multifamily Complex areas and multiuse buildings containing Multifamily Complexes shall be limited to the same hours as Single-family Residence collection.

The Contractor shall provide dispatch service and equipment capability to collect full Drop-box Containers no later than the next business day after the Customer's initial call. The Contractor shall maintain a sufficient Drop-box Container inventory to provide empty containers to new and temporary Customers within three (3) business days after the Customer's initial call.

2.2.10 Temporary Container Customers

The Contractor shall provide temporary 2-, 4-, and 6-cubic yard Detachable Containers and 10-, 20-, 30-, and 40-cubic yard Drop-boxes to Single-family Residence, Multifamily Complex and Commercial Customers on an on-call basis. The charges for temporary Detachable Container service listed in Attachment B shall include collection and disposal. Disposal charges for temporary Drop-box Containers shall be billed in addition to the delivery, rental and hauling charges listed in Attachment B. Delivery and rental charges shall be itemized and charged separately, at the rates listed in Attachment B.

2.2.11 Municipal Services

The Contractor shall provide on-street litter container collection at the locations and at the frequency (up to daily Monday through Friday) specified in writing by the City. The Contractor shall be paid monthly by the City per-pick-up under this section at the rate provided in Attachment B.

The Contractor shall provide garbage, recycling and yard debris collection at all municipal facilities identified in the City's procurement for this Contract as well as any additional City facilities identified or developed during the term of the contract. The Contractor shall be paid a flat monthly fee for providing these services, regardless of the container size at each location, at the rate provided in Attachment B.

The Contractor shall provide collection and recycling/disposal of up to 250 tons per year of street sweeping solids from the City. The street sweeping solids shall be contained in a Contractor-provided Drop-box located at a City-designated site in the City of Shoreline. The Contractor shall be paid a flat monthly fee for providing these services, regardless of monthly tonnage (up to the annual cap of 250 tons), at the rate provided in Attachment B.

The Contractor shall provide an invoice to the City by the 10th of each month during the term of the contract, and the City shall make payment within 30 days of the receipt of the invoice.

2.2.12 City-Sponsored Community Events

The Contractor shall provide Garbage and Recycling services for up to four City-sponsored special events, which shall not exceed 20 hauls each year at no charge to the City or users.

Container capacity shall be coordinated with event staff to ensure that sufficient container capacity and collection frequency is provided by the Contractor.

2.2.13 Spring Clean-up

Upon sixty (60) days written notice, the City may elect to implement a Single-family Spring clean-up program, in which case \$ 0.48 per month shall be added to Single-family Customer rates. The City and Contractor agree that the rate component is intended to be levied throughout the year to fund the annual event, and that the rate modification shall occur at least six months prior to the intended Spring Clean-up event, and shall continue for at least six months after the event.

Should the City elected to add the Spring Clean-up program to its residential rate, once each year, on a day agreed upon by the City and the Contractor, the Contractor shall collect additional wastes from all Single Family Residential customers within the City Service Area. Each residence shall be allowed to place additional waste at the curb for special collection at no extra charge.

Residential customers may place up to 5 bags or individual items at the curb on the designated day, none of which exceeds 60 pounds in weight, or 3-1/2 feet in any dimension, and shall exclude tires and large scrap metal items such as bicycles and White Goods, Hazardous Material or Special Waste.

This Spring Clean Up Service fee is subject to adjustment pursuant to Section 3.3.1 throughout the term of the Contract.

2.2.14 Fluorescent Tube Collection

The Contractor will provide for the collection of fluorescent tubes and bulbs from residential customers at no additional charge provided there are no more than two tubes and/or bulbs set out for collection each week and no more than ten per year. Residential customers will be required to completely wrap the tub or bulb in newspaper and secure the newspaper wrapping with tape. Tubes and bulbs will be collected on the normal collection day.

The Contractor will dispose of the bulbs with a reputable firm that properly removes any hazardous materials and recycled as much of the bulb as possible.

The Contractor will also provide a similar service for commercial customers but at a fee found in Form 2a.

2.2.14 Other Solid Waste Collection Services

The Contractor may occasionally provide other services related to solid waste collection in the City not specifically provided for under this Contract. If the intended services are not covered by either this Contract, the Contractor shall notify the City and propose a customer rate for the service. Upon approval of the City, the Contractor may proceed to offer that service.

2.3 Management

2.3.1 Responsibility of Participants

2.3.1.1 Contractor's Responsibilities

Consistent with the responsibilities set forth otherwise in this Contract, the Contractor shall be responsible for:

- Collecting Garbage in the City Service Area and delivering the Garbage to the King County Disposal System, unless otherwise directed by the City.
- Collecting construction/demolition waste in the City Service Area and delivering the waste to fully permitted recycling, disposal or transfer sites in compliance with King County's Comprehensive Solid Waste Management Plan.
- Collecting, processing and marketing Recyclables and Yard Debris collected by the Contractor in the City Service Area.
- Providing cart and container assembly, maintenance, stickering/labeling and re-stickering/labeling and delivery services listed or required in this Contract.
- Performing customer service, including answering telephone calls and e-mails, providing information on services, establishing Customer accounts and providing appropriate customer support.
- Billing, receiving, posting Customer payments and deposits, and adding educational information on bills, if requested by the City.
- Procuring all equipment and bearing all start-up, operating and maintenance costs for collection and processing or disposal of Garbage, Recyclables and Yard Debris, including proper safety equipment and insurance for vehicles and workers.
- Providing and supervising all labor to accomplish the scope of services required under this Contract, including labor to collect materials, maintain equipment and provide customer service functions.
- Operating a maintenance facility to house and service collection equipment and acquiring all necessary land use, building, operating, and business permits and licenses.
- Submitting all informational materials for public release to the City for review and approval prior to release.
- Complying with all applicable laws.

- Meeting all non-discrimination and OSHA (Federal Occupational Safety and Health Act of 1970)/WISHA (Washington Industrial Safety and Health Act of 1973) standards, and all environmental standards and regulations.
- Providing a safe working environment and comprehensive liability insurance coverage as set forth in Section 6.4, and providing proof of this insurance to the City annually.
- Providing a valid Contractor's performance and payment bond in accordance with Section 6.5, and providing proof of this bond to the City annually.
- Securing the prior written approval of the City and surety before assigning or pledging money, or assigning, subcontracting or delegating duties.
- Providing route maps to the City indicating the day of week for each service.
- Submitting collection day changes to the City for review and approval prior to notice being provided to Customers and the change taking place.
- Submitting prompt notices to the media regarding modifications to the collection schedule due to inclement weather.
- Maintaining containers, vehicles and facilities in a clean, properly labeled and sanitary condition.
- Meeting all City reporting, inspection and review requirements.
- Providing outreach materials and programs, and assistance with distribution and outreach as required in this Contract.
- Providing operating and safety training for all personnel, including spill response training for all drivers.
- Notifying the City of intended changes in management not less than sixty (60) days prior to the date of change. New management shall also attend an introductory meeting scheduled by the City during the sixty (60) day notification period. Exception shall be made for termination for cause or voluntary termination, in which case the Contractor shall notify the City as soon as is possible.

2.3.1.2 City's Responsibilities

Consistent with the responsibilities set forth otherwise in this Contract, the City shall be responsible for:

- Overall project administration and final approval of Contractor services and activities.

- Reviewing and approving Contractor compensation adjustments due to changes in County disposal fees or price indices.
- Directing and overseeing public education and outreach with the cooperation and assistance of the Contractor.
- Monitoring and evaluating collection operations with the cooperation and assistance of the Contractor.
- Reviewing and approving all assignment, pledging, subcontracting or delegation of money or duties.
- Reviewing and approving collection days and rate changes.
- Reviewing and approving holiday schedule changes.
- Reviewing and approving all written or other informational materials used by the Contractor.
- Conducting performance reviews of the Contractor with the Contractor's cooperation and assistance.
- Holding periodic operations meetings with the Contractor, as necessary.

2.3.2 Customer Service and Billing

The Contractor shall be responsible for providing all customer service functions, including: answering Customer telephone calls and e-mail requests, informing Customers of current services and charges, handling Customer subscriptions and cancellations, receiving and resolving Customer complaints, dispatching Drop-box Containers and special collections, billing, and maintaining and regularly updating a user-friendly website. These functions shall be provided at the Contractor's sole cost, with such costs included in the Customer charges (see Attachment B).

2.3.2.1 Office Location

The Contractor shall maintain a principal office in King County within twenty (20) miles of the City limits. The Contractor's office and customer service assistance shall be accessible by a local area code (currently "206" or "425") phone number. The Contractor's office hours shall be open at a minimum from 8 a.m. to 5 p.m. daily, except Saturdays, Sundays and designated holidays. Representatives shall be available at the Contractor's local office during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail.

The Contractor shall maintain an emergency telephone number for use by City staff outside normal office hours. The Contractor shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours.

2.3.2.2 Customer Service Requirements

2.3.2.2.1 Customer Service Representative Staffing

During office hours, the Contractor shall maintain sufficient staff to answer and handle complaints and service requests from at least two (2) incoming telephone calls at one time. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall also maintain sufficient staff to answer and handle complaints and service requests made by letter or e-mail. If staffing is deemed to be insufficient by the City to handle Customer complaints and service requests, the Contractor shall increase staffing levels to meet performance criteria.

The Contractor shall provide additional staffing during the transition and implementation period, and especially from six (6) weeks prior to the commencement of new services, through the end of the fourth month after the commencement of new services, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during the transition and implementation period. Staffing levels during the mobilization, transition and implementation period shall be subject to prior City review and approval.

2.3.2.2.2 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address (if the Customer is willing to give this information), method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via the Contractor's non-office hours voice mail or answering service shall be recorded in the log the following business day. The Contractor shall make a conscientious effort to resolve all complaints within twenty-four (24) hours of the original call or e-mail, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

The customer service log shall be available for inspection by the City, or its designated representatives, during the Contractor's office hours, and shall be in a format approved by the City. The Contractor shall provide a copy of this log in an electronic format to the City with the monthly report.

2.3.2.2.3 Handling of Customer Calls

All incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than twenty (20) seconds. No telephone calls shall be placed on hold for more than two (2) minutes, and on a monthly basis, no more than 10% of incoming telephone calls shall be placed on hold for more than twenty (20) seconds. A Customer shall be able to talk directly with a customer service representative when calling the Contractor's customer service telephone number during office hours. An automated voice mail service or phone answering system may be used when the office is closed.

2.3.2.2.4 Corrective Measures

Upon the receipt of Customer complaints in regards to busy signals or excessive delays in answering the telephone, the City may request and the Contractor shall submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have thirty (30) days to implement the corrective measures, except during the transition and implementation period, during which time the Contractor shall have one (1) week to implement corrective measures. Corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall be subject to liquidated damages.

2.3.2.2.5 Internet Website

The Contractor shall provide a Customer-friendly Internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's collection programs, including at a minimum, contact information, collection schedules, material preparation requirements, available services and options, rates, inclement weather service changes and other relevant service information for its Customers. The website shall include an email function for Customer communication with the Contractor, and the ability for Customers to submit service requests on-line. E-mailed Customer service requests shall be answered within twenty-four (24) hours of receipt. The website shall offer Customers the option to pay their service bills on-line through a secured bill payment system. The website design shall be submitted for City approval a minimum of three (3) months prior to the commencement of new services as outlined within this Contract, and continue to be subject to the City's approval throughout the term of this Contract. The Contractor shall update the website monthly, and more often if necessary, and provide links to the City's website. The website shall include contact information translated into a minimum of four (4) languages other than English, including Spanish, Korean, Vietnamese and Russian. The Contractor's website shall not include "pop-up" windows, "cookies," adware or spyware.

2.3.2.2.6 Full Knowledge of Programs Required

The Contractor's customer service representatives shall be fully knowledgeable of all collection services available to City Customers, including the various services available to Single-family Residence, Multifamily Complex and Commercial Customers. For new Customers, customer service representatives shall explain all garbage, recycling, yard debris and foodscrap collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, container deliveries, and other Customer concerns.

Customer service representatives shall be trained to inform Customers of recycling, yard debris and foodscrap preparation specifications. City policy questions shall be immediately forwarded to the City for response. The Contractor's customer service representatives shall have instantaneous electronic access to customer service data and history to assist them in providing quality customer services.

2.3.3 Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services provided under this Contract. All Single-family Residence Customers shall be billed at least quarterly, and Multifamily Complex and Commercial Customers shall be billed monthly. Customers may be billed prior to receiving service, but the due date (or past due date) shall be no sooner than the last day of service provided under that billing cycle. Billing and accounting costs associated with Customer invoicing shall be borne by the Contractor, and are included in the service fees in Attachment B. The Contractor may bill to Customers City-approved late payments and NSF check charges, as well as the costs of bad debt collection.

Single-family Residential Customers may temporarily suspend service due to vacations or other reasons for as long and as often as desired in one (1) week increments and be billed pro-rata for actual services received.

All Single-family Residence Recyclables collection costs and revenues shall be included in the Garbage collection rate and shall not be charged or itemized separately. Subscription Yard Debris services shall be itemized separately. All Multifamily Complex Recyclables collection costs and revenues shall be included in the Garbage collection rate and shall not be charged or itemized separately. Commercial Customer and Multifamily Complex Yard Debris services shall be itemized and charged separately.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables and Yard Debris collection bills. Bills must include a statement indicating the Customer's current service level, current charges and payments, and appropriate taxes and fees as well as the Contractor's customer service contact information. Space shall be made available on bills for including City contact information at the City's request. The Contractor shall submit the billing format and design to the City for review and approval.
- Accepting, processing and posting payment data each business day.
- Maintaining a system to monitor Customer subscription levels, record excess Garbage and Yard Debris collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for a period of not less than two years.

- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services.
- Collecting unpaid charges from Customers for collection services.
- Implementing rate changes as specified in Section 3.1 and 3.3.
- Including lines for customer service messages on customer bills.
- Contractor will provide a discount to customers that choose to use a paperless invoicing and bill paying process. The Contractor will notify the customer of their invoice and accept payment either through a credit card payment feature of the Contractor's website or through the customer's online banking services. The customer discount shall be \$0.20 per month.

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (customer service, service levels and billing history) database. The Contractor shall ensure that a daily backup of the account servicing database is made and stored off-site. The Contractor shall also provide the City with a copy of the customer service database via e-mail or compact disk on a quarterly basis. The City shall have unlimited rights to use the customer service database to develop targeted educational and outreach programs, analyze service level shifts or rate impacts, and/or to provide information to successor contractors.

Upon seven (7) days written notice, the Contractor shall provide the City with a paper and/or electronic copy at the City's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels and current account status.

As set forth in detail below, the Contractor shall provide monthly and annual reports to the City. In addition, the Contractor shall allow the City access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle maintenance logs, disposal, Yard Debris and recycling facility certified weight slips, and Customer charges and payments.

2.3.4 Reporting

The Contractor shall provide monthly and annual reports to the City. In addition, the Contractor shall allow City staff access to pertinent operations information such as disposal facility certified weight slips and vehicle maintenance logs.

2.3.4.1 Monthly Reports

On a monthly basis, by the fifteenth (15th) day of each month, the Contractor shall provide a report containing information for the previous month. Reports shall be submitted in electronic

format approved by the City and shall be certified to be accurate by the Contractor. At a minimum, reports shall include:

- (1) A log of complaints and resolutions for all collection services and sectors. At a minimum, the complaint log shall include Customer name and/or business name, Customer's service address, contact telephone number, date of complaint, a description of the complaint, a description of how the complaint was resolved, the date of resolution and any additional driver's notes or comments.
- (2) A tabulation of the number of single family, commercial and multifamily accounts.
- (3) A compilation of program participation statistics including: a summary of multifamily and commercial participation in recycling programs, set-out statistics for residential Garbage, Yard Debris and Recyclables collection services, and log of bulky items.
- (4) A tabulation of subscription Customer counts by service level and collection frequency for residential, multifamily and commercial sectors.
- (5) A compilation of total monthly and year-to-date summaries of Garbage, Recyclables and Yard Debris quantities by collection sector.
- (6) A summary of Recyclables quantities by collection sector and by commodity, including processing residues disposed and market prices.
- (7) A summary of disposal or tipping facility locations and associated quantities for Garbage, Recyclables and Yard Debris as well as any changes in processing procedures, locations or tipping fees.
- (8) A description of any vehicle accidents or infractions.
- (9) A description of any changes to collection routes, containers, vehicles, customer service or other related activities affecting the provision of services; and
- (10) Missed Pickup Log.

If collection vehicles are used to service more than one customer sector or jurisdiction, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection quantities. The apportioning methodology shall be subject to prior review and approval by the City and shall be periodically verified through field testing by the Contractor.

2.3.4.2 Annual Reports

On an annual basis, by the last working day of January, the Contractor shall provide a report containing the following information:

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in Yard Debris and Recyclables collection programs.
3. A discussion of promotion and education efforts and accomplishments.
4. An inventory of current collection and other major equipment.
5. A list of multifamily and commercial recycling sites pursuant to Section 2.3.5.

2.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to six (6) ad-hoc reports each year, at no additional cost to the City. These reports may include customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in the City-defined format and software compatibility. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the term of the Contract. Information received by the City and in the Contractor's possession shall be subject to existing laws and regulations regarding disclosure, including the *Public Records Act*, Chapter 42.56 RCW.

2.3.5 Promotion and Education

The City shall have primary responsibility for developing, designing and executing general waste reduction/recycling public education and outreach programs, with the assistance and cooperation of the Contractor. The Contractor shall have primary responsibility for providing service-oriented information and outreach to Customers and implementing on-going recycling promotion, at the direction of the City.

The Contractor shall maintain a complete list of all Multifamily Complex and Commercial Customer sites within the City Service Area, and the status of each site's participation in Contractor-provided services. The Contractor shall annually contact, by telephone or site visit, the manager or owner of each site to encourage participation and inform the manager or owner of all available services and ways to decrease Garbage generation. Printed informational materials discussing waste prevention and recycling service options shall be prepared and distributed to support contact with Multifamily Complex and Commercial Customer sites. This contact shall be coordinated with City and King County promotional efforts. The Contractor shall include with its annual report the list of Multifamily Complex and Commercial Customer sites, recycling status, container sizes and types, contact dates, outcome and suggestions for increasing participation or other program improvements.

The Contractor shall keep the public informed of programs and encourage participation through an Annual Service Update. Each fall, the Contractor shall provide an Annual Service Update for each service sector, the format, content and timeframe of which shall be subject to prior review and approval by the City. The Annual Service Update shall be mailed to all Customers and, at a minimum, shall include an informational brochure indicating rates, all services available, preparation and other service requirements, contact information, inclement weather and other policies and other useful Customer information.

The Contractor shall develop, print, periodically update and maintain sufficient quantities of new Customer information materials, the format and content of which shall be subject to prior review and approval by the City. Upon approval, materials shall be mailed to every new Customer prior to the Customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation requirements, collection days, Contractor customer service information and City contact information. Materials shall be available in accessible and alternative language formats upon request.

The Contractor shall permit the City to insert, at no charge, single-sheet information bulletins into Customer bills. When the insert is beyond one page and increases Contractor cost, the City shall pay the incremental difference. The City shall work cooperatively with the Contractor for timely inclusion of such materials.

2.3.6 Field Monitoring

The City may periodically monitor collection system parameters such as participation, container condition, container weights, waste composition and Customer satisfaction. The Contractor shall assist the City by coordinating the Contractor's operations with the City's field monitoring to minimize inconvenience to Customers, the City and the Contractor.

2.3.7 Transition to Next Contractor

The Contractor shall be expected to work with the City and the successive contractor in good faith to ensure a minimum of Customer disruption during the transition period. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience.

The Contractor shall provide a detailed Customer list, including Customer name, service address, mailing address, and collection and container rental service levels to the successive contractor within seven (7) days request of the City.

The parties recognize that a failure to comply with this provision will damage the City, but that determination of such damage will be difficult and burdensome; therefore, the parties agree that in the event of a breach of this provision the Contractor shall pay the City \$100,000.00.

3. Compensation

3.1 Compensation to the Contractor

3.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-family Residence, Multifamily Complex and Commercial Customers in accordance with the charges for services listed in Attachment B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Attachment B. These payments shall comprise the entire compensation due to the Contractor. In no event shall the City be responsible for money that the Contractor, for whatever reason, is unable to collect.

3.1.2 Itemization on Invoices

City, King County and Washington State solid waste, utility and/or sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Attachment B. The Contractor shall not charge separately for the collection of Source-separated Recyclables collection. The City administrative fee shall not be itemized separately on Customer invoices.

3.1.3 Discontinuing Service for Nonpayment

The Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations and may discontinue service to non-paying Customers provided that such Customers are provided with ten (10) days prior written notice that service will be discontinued for non-payment. The Contractor may charge a \$20 restart/cart redelivery fee to Customers wanting service who have previously had their service terminated and carts removed.

3.2 Compensation to the City

The Contractor shall pay to the City an administrative fee on the first day of each month during the term of this Contract, starting on March 1, 2008. The initial amount of the administrative fee shall be Sixteen thousand five hundred seventy dollars (\$16,570.00) per month. The administrative fee shall be adjusted in accordance with Section 3.3. A specific example of the administrative fee adjustment formula is provided in Attachment C.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and taxes as described in Section 6.14, Permits and Licenses.

3.3 Compensation Adjustments

3.3.1 Annual Rate Adjustment

The Contractor's collection service charges, excluding waste disposal fees, for each level of service shall increase or decrease every year by an inflation adjustment factor based on three indices computed by the United States Department of Labor, Bureau of Labor Statistics. The three indices and their weights are: 1) the second-half annual consumer price index for Urban

Wage Earners and Clerical Workers for the Seattle-Tacoma-Bremerton Area, Series ID No. CWURA423SAO, or successor indices, which will have a weight of 42%, 2) the Energy Information Agency annual West Coast Retail Price Series for On-Highway Diesel Fuel, Index No. PADD5, which will have a weight of 8%, and 3) the Producers' Price Index for Labor in Service-Producing Industries (National), Series ID No. ECS12102i, which will have a weight of 50%.

The Inflation Adjustment Factor, for the contract year beginning in March 1, 2009, and for each subsequent contract year, will be calculated by taking the weighted average, based on the weights above, of the percentage difference between the three indices' most recent year-end values and the corresponding values for the year ending December 2008, and adding the result to 1.0. The non-disposal component of all rates in Attachment B shall be multiplied by this calculated adjustment factor.

Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Rates shall be adjusted annually, beginning March 1, 2009. The Contractor shall submit to the City for review and approval a Rate Adjustment Statement, calculating the new rates for the next year, on or by December 15 of each year, starting December 15, 2008. The City shall have thirty (30) days to confirm the Contractor's rate modification calculations. On City approval, which shall not be unreasonably withheld or delayed, the new rates shall take effect on March 1st of the following year, and Customers shall be notified by January 15th, forty-five (45) days prior to the new rate. Should ratepayers not receive notification by January 15th due to missed deadlines, rate calculation errors by the Contractor, or rate disapproval by the City, implementation of the new rates shall be delayed by one month without opportunity for recovery of lost revenue.

3.3.2 Periodic Adjustments

Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in King County disposal fees for solid waste. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted, based on container content weights specified by the Contractor in its proposal and included in Attachment B of this Contract.

Specific examples of rate modifications due to Consumer Price Index and disposal fee changes are provided in Attachment C.

3.3.3 Changes in Disposal or Yard Debris/Foodscraps Processing Sites and Tipping Fees

The Contractor assumes all risk for the processing and marketing of Recyclables and Yard Debris. If the Contractor is required by the City to use processing sites or markets other than those being used at the initiation of this Contract, the Contractor may submit a detailed proposal for a rate adjustment to reflect any additional costs or savings to the Contractor. The City and

Contractor agree to negotiate in good faith any changes to the rates to offset these costs or savings.

The Contractor may petition the City for rate increases to offset Yard Debris and Foodscrap tipping fees that exceed the Contractor's disposal costs at the implementation of the contract or as adjusted by the escalation in Section 3.3. Such request must be received by the City sixty (60) days prior to potential increases in rates. The City will not unreasonably withhold the escalation of rates to cover the increase costs in Yard Debris/Foodscrap tipping fees.

Contractor will provide customers with a reduction in collection rates found in Form 2a for Yard Debris/Foodscraps by \$.05 per month for every dollar of reduction the City is able to obtain in the Contractors' disposal costs at the implementation of the contract per ton disposal costs for this material at Cedar Grove Composting's facility in Maple Valley. The Contractor shall not be required to transport the material any greater distance than required at the implementation of the contract without compensation.

3.3.4 Other Modifications

The Contractor shall not adjust or modify rates due to employee wage increases, the value of Recyclables, Garbage collection service level shifts, or other changes affecting the collection system. At the time of the City's decision to extend this Contract through invoking contract extension options, the Contractor can present a request for relief for any adverse market changes that have occurred during the previous period of the Contract. The City is under no obligation to give consideration for those adverse changes as a condition for invoking the contract extension option.

If new City, King County or Washington State taxes are imposed or the rates of existing taxes are changed after the execution date of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars (\$5,000) annually, the Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate and if so, to determine the amount and the method of adjustment. Any adjustment in Contractor charges will coincide with the annual rate adjustment process described in this Section 3.3.

3.4 Change in Law

Changes in federal, state or local laws or regulations or a continuing force majeure event that results in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City, at the City's reasonable discretion. If the City requires review of the Contractor's financial or other proprietary information in conducting its rate review, at the request of the Contractor, the City shall retain a third-party to review such information at the Contractor's expense, and may take any other steps it deems appropriate to protect the confidential nature of the Contractor's documents and preserve the Contractor's ongoing ability to remain competitive.

4. Failure to Perform, Remedies, Termination

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through automatic and liquidated damages for certain infractions and through Contract default for more serious lapses in service provision. Section 4.1 details infractions subject to automatic or liquidated damages, and Section 4.2 details default provisions and procedures.

4.1 Liquidated Damages

The Contractor may be subject to liquidated damages for the following acts or omissions if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits or use other means to determine the Contractor's compliance with the Contract. Liquidated damages are as follows:

Action or Omission	Amount
Collection before or after the times specified in Section 2.1.3, except as expressly permitted.	Two hundred fifty dollars (\$250) per truck route (each truck on each route is a separate incident).
Repetition of complaints on a route after notification, including, but not limited to, failure to replace containers in designated locations, spilling, not closing gates, replacing lids, crossing planted areas, or similar violations.	Twenty-five dollars (\$25) per incident, not to exceed thirty (30) complaints per truck per day.
Failure to collect spilled materials.	Twice the cost of cleanup to the City or King County, plus fifty dollars (\$50) per incident.
Leakage from Contractor vehicles or vehicle contents.	Two hundred fifty dollars (\$250) per vehicle, per inspection, plus clean up costs.
Failure to collect missed materials within one (1) business day after notification.	One hundred dollars (\$100) per incident to a maximum of five hundred dollars (\$500) per truck per day on Single-family Residence routes and no maximum for Multifamily Complex and Commercial Customer routes.
Missed collection of entire block segment of Single-family Residences (excluding collections prevented by inclement weather).	One hundred and fifty dollars (\$150) per block segment if collection is performed the following day; five hundred dollars (\$500) if not collected by the following day.
Collection as Garbage of Source-separated Recyclables or Yard Debris in clearly	One hundred dollars (\$100) per incident, up to a maximum of one thousand dollars (\$1,000)

Action or Omission	Amount
identified containers, bags or boxes.	per truck, per day.
Collection of Garbage containing visible quantities of Yard Debris.	Twenty-five dollars (\$25) per incident.
Rejection of Garbage, Recyclables or Yard Debris without providing documentation to the Customer of the reason for rejection.	Twenty-five dollars (\$25) per incident.
Failure to deliver Detachable Containers to new commercial Garbage Customers within three (3) days.	Fifty dollars (\$50) per container per day.
Failure to deliver carts, Detachable Containers, or Drop-box Containers within three (3) days of request to Multifamily Complex or Commercial Customers requesting service after March 1, 2008	Fifty dollars (\$50) per container per day.
Failure to deliver Garbage, Recycling or Yard Debris Carts within seven (7) days of request to Single-family Residence Customers requesting service after March 1, 2008.	Fifteen dollars (\$15) per container per day.
Material misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
Failure to make required reports on time.	Two hundred and fifty dollars (\$250) per incident.
Failure to maintain clean and sanitary containers, vehicles, and facilities.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
Landfilling or incineration of uncontaminated loads of Recyclables or Yard Debris without the express written permission of the City.	One thousand dollars (\$1,000) per vehicle, per incident.
Disposal of Recyclables or Yard Debris residuals in an amount greater than 5%	One thousand dollars (\$1,000) per month.
Failure to meet customer service ring and on-hold time performance requirements.	Two hundred fifty dollars (\$250) per incident.
Failure to deliver Garbage, Recycling or Yard Debris Carts to all existing Single-family Residences on or before March 1, 2008.	One thousand dollars (\$1,000) per day.
Failure to deliver Garbage carts, Detachable	One thousand dollars (\$1,000) per day.

Action or Omission	Amount
Containers or Drop-boxes to all existing Multifamily Complex and Commercial Customers on or before March 1, 2008.	
Failure to include instructional/promotional materials when Garbage, Recycling and/or Yard Debris Carts are delivered.	Fifty dollars (\$50) per incident.

The parties acknowledge the difficulty in anticipating actual damages to remedy the damage. The parties further agree that the liquidated damages listed in this Section represent a reasonable estimate of the loss likely to result from the remedy for the damage.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract and, except for those listed breaches set forth above, the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The liquidated damages schedule set forth here shall not affect the City's ability to terminate this Contract as described in Section 4.2.

Liquidated damages, if assessed during a given month, shall be invoiced by the City to the Contractor. Liquidated damages may be levied only if documented in an incident report presented by the City to the Contractor. Liquidated damages shall only be assessed after the Contractor has been given the opportunity, but has failed to rectify the deficiencies of which it has been notified. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days of billing. Failure to pay liquidated damages shall be considered a breach of this Contract.

Any liquidated damages imposed under this Section may be appealed by the Contractor to the City. The Contractor shall be allowed to present evidence as to why the amount of liquidated damages should be lessened or eliminated. The decision of the City shall be final.

4.2 Contract Default

The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition, the City reserves the right to declare the Contractor to be in default in the event of any violation, which shall include, but not be limited to, the following:

1. The Contractor fails to commence the collection of Garbage, Recyclables or Yard Debris, or fails to provide any portion of service under the Contract on March 1, 2008, or for a period of more than five (5) consecutive days at any time during the term of this Contract.

2. The Contractor fails to obtain and maintain any permit required by the City, King County, or any federal, state or other regulatory body in order to collect materials under this Contract.
3. The Contractor's noncompliance creates a hazard to public health or safety.
4. The Contractor repeatedly or persistently acts or fails to act in a manner that is subject to liquidated damages in excess of twenty-five thousand dollars (\$25,000.00) during any consecutive twelve (12) month period.
5. The Contractor fails to maintain, in good standing, surety and insurance required by this Contract.

The City reserves the right to pursue any remedy available at law for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise that does not allow ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may at its option terminate this Contract.

If the Contractor abandons or violates any portion of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails to correct the same, the City, after the initial ten (10) days notice, may declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and surety on its performance bond.

Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein. Pending consideration by the surety of said option to assume the services provided under this Contract, the City may employ such work force and equipment as it may deem advisable to continue the services provided under this Contract. The cost of all labor, equipment and materials necessary for such services provided under this Contract shall be paid by the Contractor in full.

In the event that the surety fails to exercise its option within the ten (10) day period, the City may complete the services provided under this Contract or any part thereof, either through its own work force or by contract, and to procure other vehicles, equipment and facilities necessary for the completion of the same, and to charge the same to the Contractor and/or surety, together with all reasonable costs incidental thereto.

If City employees provide Garbage, Yard Debris and/or Recyclables collection, the actual incremental costs of City labor, overhead and administration shall serve as the basis for a charge to the Contractor.

All vehicles, Facilities, equipment and property used by the Contractor shall be listed in an inventory supplied to the City and updated annually (“Contractor’s Inventory”). Unless an approved replacement or substitute is provided, all vehicles, Facilities, equipment and property identified in the Contractor’s Inventory for use in the performance of this Contract shall be available for the City’s use in the case of default in collecting Solid Waste, Recyclables and Yard Debris in the City for the duration of this Contract; when provided, this Section applies to any replacement or substitute. Rent for the City’s use of Contractor’s Inventory shall be negotiated between the parties based upon the historical cost of the inventory less any accumulated depreciation. Disputes shall be resolved in accordance with this Contract.

All notices required or contemplated by this Contract shall be personally served or mailed (postage prepaid and return receipt requested), addressed to the parties as follows:

To Contractor: Jerry Hardebeck, COO
CleanScapes, Inc.
5939 Fourth Avenue S.
Seattle, WA 98108

6. General Terms

6.1 Collection Right

The Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Yard Debris/Foodscraps and Recyclables and construction/demolition materials placed in Contractor-owned containers and set out in the regular collection locations within the City Service Area. When asked by the Contractor, the City shall use its best efforts to protect this right of the Contractor; however, the City shall not be obligated to join or instigate litigation to protect the right of the Contractor.

This contract provision will not apply to: Garbage, Recyclables or Yard Debris/Foodscraps self-hauled by the generator; Source-Separated recyclables hauled by common or private carriers (including drop-off recycling sites); construction/demolition waste hauled by self-haulers or construction contractors in the normal course of their business; or Yard Debris generated and hauled by private landscaping services.

The Contractor shall retain responsibility for Garbage, Recyclables, construction/demolition materials and Yard Debris/Foodscraps once these materials are placed in Contractor-owned containers and the Contractor shall have no responsibility for these materials prior to the time they are placed in Contractor-owned containers. The Contractor shall retain revenues gained from the sale of Recyclables, construction/demolition materials or Yard/Foodscraps Debris. Likewise, a tipping or acceptance fee charged for Recyclables, construction/demolition materials or Yard Debris/Foodscraps shall be the financial responsibility of the Contractor.

The City shall work with the Contractor, other haulers and processors, and other regional governments to develop a reasonable definition of what constitutes legitimate construction/demolition recycling for the purposes of interpreting collection authorities. Once a reasonable recycling threshold or "test" is developed with King County, the City and Contractor shall negotiate and amend this Agreement accordingly.

6.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least five (5) years thereafter, maintain in an office in King County reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's services provided under this Contract. Those Contractor's accounts shall include but shall not be limited to all records, invoices and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables and Yard Debris on request within two (2) business days of the request. The weight slips may be requested for any period during the term of this Contract.

The Contractor shall allow the City to interview any person and to review any evidence in the Contractor's possession or control that may assist the City in determining whether and by what amount: (1) the Contractor is entitled to reimbursement or increased rates under the contract; (2) the City is entitled to a reduction in rates under the contract; or (3) the Contractor is in compliance with the contract.

6.3 Contractor to Make Examinations

The Contractor has made its own examination, investigation and research regarding proper methods of providing the services required under this Contract, and all conditions affecting the services to be provided under this Contract, and the labor, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all of such conditions, that its conclusion to enter into this Contract is based upon such investigation and research, and that it shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City that may be erroneous.

With the exception of Force Majeure events or as otherwise provided in this Contract, the Contractor assumes the risk of all conditions foreseen and unforeseen, and agrees to continue to provide services under this Contract without additional compensation under whatever circumstances may develop other than as provided herein.

6.4 Insurance

The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Contract hereunder by the Contractor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor.

6.4.1 Minimum Scope of Insurance

Contractor shall obtain insurance that meets or exceeds the following of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Contractor's Automobile Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 48 02 99 or a substitute endorsement providing equivalent coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be

endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Contractor's Pollution Liability insurance coverage ("occurrence" form) covering any claim for bodily injury, personal injury, property damage, cleanup costs and legal defense expense applying to all work performed under the contract.

6.4.2 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$3,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$5,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Contractor's Pollution Liability insurance shall be written with limits no less than \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, cleanup costs and legal defense expense.

6.4.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.4.4 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and volunteers. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

6.4.5 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VIII.

6.4.6 Verification of Coverage

The Contractor shall furnish the City with original certificates including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.4.7 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

6.4.8 ACORD Form

The policy shall be endorsed to provide the following revised language at the bottom of the ACORD Form:

Replace: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall endeavor to mail thirty (30) days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company."

With the following: "Should any of the above described policies be canceled, lapse, or be reduced as to coverage before the expiration date thereof, the issuing company shall mail thirty (30) calendar days prior written notice to the below

named Certificate holder and Additional Insured, the City of Shoreline, by certified mail.”

6.5 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor’s Performance and Payment Bond or bonds, letter of credit or other similar instrument acceptable to and approved in writing by the City in the amount of five hundred thousand dollars (\$500,000.00). The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and the Contractor shall provide a new bond, letter of credit or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

6.6 Indemnification

6.6.1 Indemnify and Hold Harmless

The Contractor shall indemnify, hold harmless and defend the City, its elected officials, officers, employees, volunteers, agents and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney’s fees in defense thereof, or injuries, sickness or death to persons, or damage to property, which is caused by or arises out of the Contractor’s exercise of duties, rights and privileges granted by the Contract, provided, however, that the Contractor’s obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City shall apply only to the extent of the Contractor’s negligence.

6.6.2 Notice to Contractor; Defense

In the event an action is brought against the City for which indemnity may be sought against the Contractor, the City shall promptly notify the Contractor in writing. The Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. On demand of the City, the Contractor shall at its own cost and expense defend, and provide qualified attorneys acceptable to the City under service contracts acceptable to the City to defend, the City, its officers, employees, agents and servants against any claim in any way connected with the events described in Section 6.6.1. The City shall fully cooperate with the Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this Section, and if the City employs separate counsel the City shall assert all defenses and counterclaims reasonably available to it.

6.6.3 Industrial Insurance Immunity Waiver

With respect to the obligations to hold harmless, indemnify and defend provided for herein, as they relate to claims against the City, its elected officials, officers, employees, volunteers, agents and representatives, the Contractor agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Contractor's employees that is caused by or arises out of the Contractor's negligent exercise of rights or privileges granted by the Contract. This waiver is mutually agreed to by the parties.

6.7 Payment of Claims

The Contractor agrees and covenants to pay promptly as they become due all just claims for labor, supplies and materials purchased for or furnished to the Contractor in the execution of this contract. The Contractor shall also provide for the prompt and efficient handling of all complaints and claims arising out of the operations of the Contractor under this contract.

6.8 Confidentiality of Information

Under Washington State law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) prepared in performance of this Contract (the "documents") are public record subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor at the notice address set forth in Section 5 herein and upon the written request of the Contractor, received by the City within five (5) days of the mailing of such notice, shall postpone disclosure of the documents for a reasonable period of time as permitted by law to enable the Contractor to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

6.9 Assignment of Contract

6.9.1 Assignment or Pledge of Moneys by the Contractor

The Contractor shall not assign or pledge any of the moneys due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days prior notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

6.9.2 Assignment, Subcontracting, Delegation of Duties and Change in Control

The Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Contract without the prior written approval of the City.

When requested, approval by the City of a subcontract or assignment shall not be unreasonably withheld. In the event of an assignment, subcontracting or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

In addition, the assignee, subcontractor or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor or obligor does not comply with this clause. Furthermore, the assignee, subcontractor or obligor shall be subject to a one (1) year evaluation period during which the City may terminate this Contract on the basis of any material breaches of the terms binding the Contractor.

For the purposes of this contract, any change in control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the contract and releasing the previous ownership of all obligations and liability.

6.10 Laws to Govern/Venue

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington for King County.

6.11 Compliance With Law

The Contractor, its officers, employees, agents and subcontractors shall comply with applicable federal, state, county, regional or local laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over the subject matter of this Contract, in performing its obligations under the Contract. Such compliance shall include abiding by all applicable federal, state and local policies to ensure equal employment opportunity and non-discrimination. The Contractor shall comply with all applicable laws pertaining to employment practices, employee treatment and public contracts.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

The Contractor is specifically directed to observe all weight-related laws and regulations in the performance of these services, including axle bridging and loading requirements.

6.12 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, any required notices setting forth the provisions of this non-discrimination clause.

The Contractor understands and agrees that if it violates this non-discrimination provision, this Contract may be terminated by the City and further that the Contractor shall be barred from performing any services for the City now or in the future, unless a showing is made satisfactorily to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

6.13 Displaced Workers and Prevailing Industry Wages

For initial hiring under this Contract the Contractor and subcontractors shall give hiring preference to any Garbage, Compostables or Recyclables collection workers who have been displaced as a result of the City awarding this Contract.

For work performed under this contract, Contractor will pay its collection drivers wages and benefits equivalent to union wages for these workers in King County. The Contractor shall be deemed in compliance with this Section if a) it has a Union contract covering wages and benefits for Shoreline collection drivers or b) it pays total compensation to its Shoreline collection drivers at least equivalent to the average total compensation received by unionized collection drivers in King County.

6.14 Permits and Licenses

The Contractor and subcontractors shall secure a City business license if required and pay fees and taxes levied by the City. The Contractor shall have or obtain all permits and licenses necessary to provide the services herein at its sole expense.

The Contractor shall be solely responsible for all taxes, fees and charges incurred, including, but not limited to, license fees and all federal, state, regional, county and local taxes and fees,

including income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies or activities related to the Contractor's activities under the Contract, business and occupation taxes, workers' compensation and unemployment benefits.

6.15 Relationship of Parties

The City and the Contractor expressly agree that the full extent of the relationship between the Contractor and the City is that the Contractor is at all times an independent contractor of the City with respect to this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City.

6.16 Bankruptcy

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract, at the option of the City, may be terminated effective on the day and at the time the bankruptcy petition is filed.

6.17 Right to Renegotiate/Amendment

The City shall retain the right to renegotiate this Contract or negotiate contract amendments based on City policy changes, state statutory changes or rule changes in King County, Washington State or federal regulations regarding issues that materially modify the terms and conditions of the Contract. The City may also renegotiate this Contract should any Washington State, King County or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

This Contract may be amended, altered or modified only by a written amendment, alteration or modification, executed by authorized representatives of the City and the Contractor.

6.18 Force Majeure

Provided that the requirements of this Section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of terrorism, acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, wars, blockades, public riots, explosions, unavailability of required materials or disposal restrictions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall promptly give the City written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Contract shall be suspended, but

only with respect to the particular component of obligations affected by the Force Majeure event and only for the period during which the Force Majeure event exists.

6.19 Illegal Provisions

At the discretion of the City, if any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

6.20 Waiver

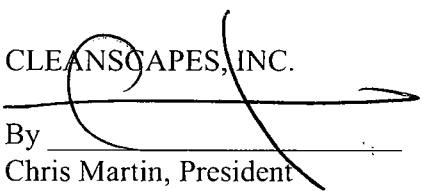
No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

6.21 Entirety

This Contract and the attachments attached hereto and incorporated herein by this reference, specifically Attachments A-C, represent the entire agreement of the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

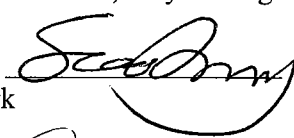
CLEANSCAPES, INC.

By 
Chris Martin, President

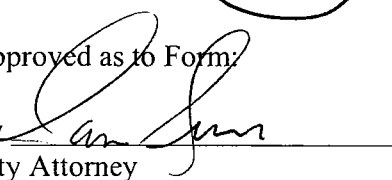
CITY OF SHORELINE 10/31/07

By 

Robert L. Olander, City Manager

Attested: 

City Clerk

Approved as to Form: 

By 

City Attorney

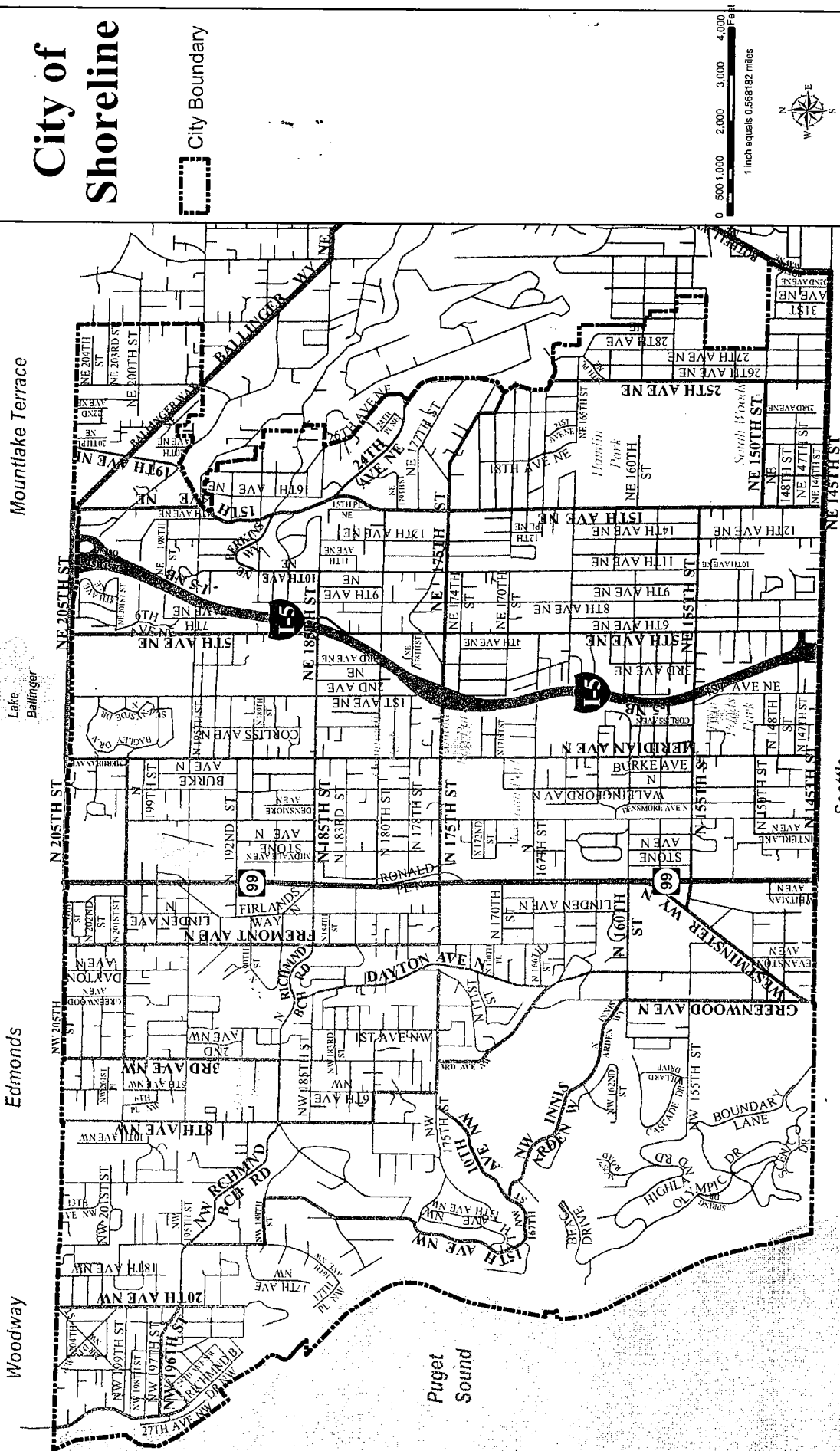
Attachments:

- A: Service Area Map
- B: Contractor Rates
- C: Rate Modification Examples

City of Shoreline



Boundary



**City of Shoreline
Solid Waste Collection Contract**

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Created on: May 21 2007

Attachment B

	Service Level	Pounds per Unit	Disposal Fee	Collection Fee	Total Service Fee
Monthly	One 32-gallon Garbage Can or Units	32	\$ 1.52	\$ 3.39	\$ 4.91
Weekly Residential Curbside Service	One 10-gallon Micro-Can	10	\$ 2.06	\$ 3.80	\$ 5.86
	1 20-gallon Garbage Cart	20	\$ 4.11	\$ 6.14	\$ 10.25
	1 32-gallon Garbage Cart	22	\$ 4.46	\$ 10.18	\$ 14.64
	1 45-gallon Garbage Cart	31	\$ 6.28	\$ 14.95	\$ 21.23
	1 64-gallon Garbage Cart	43	\$ 8.93	\$ 15.96	\$ 24.89
	1 96-gallon Garbage Cart	65	\$ 13.39	\$ 20.28	\$ 33.68
	Additional 32 Gallon Cans (weekly s	22	\$ 4.46	\$ 5.79	\$ 10.25
	Additional 64 Gallon Carts (weekly s	43	\$ 8.93	\$ 8.50	\$ 17.42
	Additional 96 Gallon Carts (weekly s	65	\$ 13.39	\$ 10.18	\$ 23.57
	Extras (32 gallon equivalent)				\$ 3.50
	Miscellaneous Residential Fees:				
	EoW Yard Debris service (includes cart)				\$ 8.82
	Extra Yardwaste (per 32 gallon)				\$ 2.00
	Return Trip				\$ 7.00
On-Call Bulky Waste Collection	Carry-out Charge, per 25 ft, per month				\$ 3.00
	Drive-in Charge, per month				\$ 4.00
	Overweight/Oversize container (per p/u)				\$ 3.00
	Redelivery of containers				\$ 10.00
	Cart Cleaning (per cart per event)				\$ 7.50
	Sunken Can Surcharge per month				\$ 7.50
	White Goods, except refrigerators		\$ 20.00	\$ 65.00	\$ 85.00
	Refrigerators/Freezers		\$ 40.00	\$ 65.00	\$ 105.00
	Sofas, Chairs		\$ 35.00	\$ 65.00	\$ 100.00
	Mattresses		\$ 35.00	\$ 65.00	\$ 100.00
Weekly Commercial Multifamily Can and Cart	1 32-gallon Garbage Cart	21	\$ 4.40	\$ 13.53	\$ 17.93
	1 45-gallon Garbage Cart	30	\$ 6.19	\$ 19.06	\$ 25.25
	1 64-gallon Garbage Cart	43	\$ 8.80	\$ 21.18	\$ 29.97
	1 96-gallon Garbage Cart	64	\$ 13.20	\$ 27.35	\$ 40.55
	Additional 32 Gallon Cans (weekly s	21	\$ 4.40	\$ 13.53	\$ 17.93
	Additional 64 Gallon Carts (weekly s	30	\$ 6.19	\$ 21.18	\$ 29.97
	Additional 96 Gallon Carts (weekly s	43	\$ 8.80	\$ 27.35	\$ 40.55
	Extras (32 gallon equivalent)				\$ 3.50
	Miscellaneous Fees:				
	Weekly Yard Debris/FW (inc cart)				\$ 22.30
	Return Trip (same day, before 2:00)				\$ 7.00
	Carry-out Charge, per 25 ft, per month				\$ 3.00
	Drive-in Charge, per month				\$ 4.00
	Overweight/Oversize container (per p/u)				\$ 3.00
	Redelivery of containers				\$ 10.00
	Cart Cleaning (per cart per event)				\$ 7.50

Attachment B

Commercial & Multifamily Detachable Container	1 Cubic Yard, 1 pickup/week	135	\$ 27.77	\$ 55.11	\$ 82.88
	1 Cubic Yard, 2 pickups/week	135	\$ 55.53	\$ 110.23	\$ 165.76
	1 Cubic Yard, 3 pickups/week	135	\$ 83.30	\$ 165.34	\$ 248.64
	1 Cubic Yard, 4 pickups/week	135	\$ 111.06	\$ 220.45	\$ 331.52
	1 Cubic Yard, 5 pickups/week	135	\$ 138.83	\$ 275.57	\$ 414.40
	1.5 Cubic Yard, 1 pickup/week	203	\$ 41.65	\$ 79.74	\$ 121.39
	1.5 Cubic Yard, 2 pickups/week	203	\$ 83.30	\$ 159.48	\$ 242.78
	1.5 Cubic Yard, 3 pickups/week	203	\$ 124.95	\$ 239.22	\$ 364.17
	1.5 Cubic Yard, 4 pickups/week	203	\$ 166.60	\$ 318.96	\$ 485.56
	1.5 Cubic Yard, 5 pickups/week	203	\$ 208.25	\$ 398.70	\$ 606.95
	2 Cubic Yard, 1 pickups/week	270	\$ 55.53	\$ 103.98	\$ 159.51
	2 Cubic Yard, 2 pickups/week	270	\$ 111.06	\$ 207.96	\$ 319.02
	2 Cubic Yard, 3 pickups/week	270	\$ 166.60	\$ 311.93	\$ 478.53
	2 Cubic Yard, 4 pickups/week	270	\$ 222.13	\$ 415.91	\$ 638.04
	2 Cubic Yard, 5 pickups/week	270	\$ 277.66	\$ 519.89	\$ 797.55
	3 Cubic Yard, 1 pickup/week	405	\$ 83.30	\$ 147.77	\$ 231.06
	3 Cubic Yard, 2 pickups/week	405	\$ 166.60	\$ 295.53	\$ 462.13
	3 Cubic Yard, 3 pickups/week	405	\$ 249.90	\$ 443.30	\$ 693.19
	3 Cubic Yard, 4 pickups/week	405	\$ 333.19	\$ 591.07	\$ 924.26
	3 Cubic Yard, 5 pickups/week	405	\$ 416.49	\$ 738.83	\$ 1,155.32
	4 Cubic Yard, 1 pickup/week	540	\$ 111.06	\$ 181.40	\$ 292.47
	4 Cubic Yard, 2 pickups/week	540	\$ 222.13	\$ 362.80	\$ 584.93
	4 Cubic Yard, 3 pickups/week	540	\$ 333.19	\$ 544.20	\$ 877.40
	4 Cubic Yard, 4 pickups/week	540	\$ 444.26	\$ 725.61	\$ 1,169.86
	4 Cubic Yard, 5 pickups/week	540	\$ 555.32	\$ 907.01	\$ 1,462.33
	6 Cubic Yard, 1 pickup/week	810	\$ 166.60	\$ 248.67	\$ 415.27
	6 Cubic Yard, 2 pickups/week	810	\$ 333.19	\$ 497.34	\$ 830.54
	6 Cubic Yard, 3 pickups/week	810	\$ 499.79	\$ 746.01	\$ 1,245.80
	6 Cubic Yard, 4 pickups/week	810	\$ 666.39	\$ 994.69	\$ 1,661.07
	6 Cubic Yard, 5 pickups/week	810	\$ 832.98	\$ 1,243.36	\$ 2,076.34
	8 Cubic Yard, 1 pickup/week	1080	\$ 222.13	\$ 300.32	\$ 522.45
	8 Cubic Yard, 2 pickups/week	1080	\$ 444.26	\$ 600.64	\$ 1,044.90
	8 Cubic Yard, 3 pickups/week	1080	\$ 666.39	\$ 900.96	\$ 1,567.35
	8 Cubic Yard, 4 pickups/week	1080	\$ 888.52	\$ 1,201.28	\$ 2,089.80
	8 Cubic Yard, 5 pickups/week	1080	\$ 1,110.65	\$ 1,501.60	\$ 2,612.25
	Extra loose cubic yard, per pickup				\$ 12.00
Weekly Commercial Detachable Container (compacted)	1 Cubic Yard Container	405	\$ 83.30	\$ 102.89	\$ 193.52
	1.5 Cubic Yard Container	608	\$ 124.95	\$ 131.84	\$ 264.49
	2 Cubic Yard Container	810	\$ 166.60	\$ 141.86	\$ 332.96
	3 Cubic Yard Container	1215	\$ 249.90	\$ 212.51	\$ 471.54
	4 Cubic Yard Container	1620	\$ 333.19	\$ 223.36	\$ 587.16
	6 Cubic Yard Container	2430	\$ 499.79	\$ 257.40	\$ 823.06
	Detachable Container Miscellaneous Fees (per occurrence):				
	Return Trip				\$ 10.00
	Roll-out Container over 15 feet (per p/u)				\$ 2.00
	Unlock Container (per p/u)				\$ 1.50
	Gate Opening (per p/u)				\$ 1.50

Attachment B

	Service Level	Pounds per Unit	Disposal Fee	Collection Fee	Haul Charge
Temporary Collection Hauling	4 Yard detachable container	540	\$ 25.65	\$ 90.00	\$ 115.65
	6 Yard detachable container	810	\$ 38.48	\$ 90.00	\$ 128.48
	8 Yard detachable container	1080	\$ 51.30	\$ 90.00	\$ 141.30
	Non-compacted 10 cubic yard Drop-box				\$ 130.00
	Non-compacted 20 cubic yard Drop-box				\$ 150.00
	Non-compacted 30 cubic yard Drop-box				\$ 170.00
	Non-compacted 40 cubic yard Drop-box				\$ 180.00
	Service Level		Delivery Fee	Daily Rental	Monthly Rental
Temporary Collection Container Rental and Delivery	4 Yard detachable container		\$ 70.00	\$ 4.00	\$ 48.00
	6 Yard detachable container		\$ 70.00	\$ 4.00	\$ 48.00
	8 Yard detachable container		\$ 70.00	\$ 4.00	\$ 48.00
	Non-compacted 10 cubic yard Drop-box		\$ 90.00	\$ 6.00	\$ 72.00
	Non-compacted 20 cubic yard Drop-box		\$ 90.00	\$ 6.00	\$ 72.00
	Non-compacted 30 cubic yard Drop-box		\$ 90.00	\$ 6.00	\$ 72.00
	Non-compacted 40 cubic yard Drop-box		\$ 90.00	\$ 6.00	\$ 72.00
	Miscellaneous Temporary Fees:				Per Event
	Return Trip				\$ 25.00
	Stand-by Time (per minute)				\$ 1.25
	Drop-box turn around charge				\$ 10.00
	Service Level (based on pick ups)	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge
Commercial & Multifamily Drop-box Collection	Non-compacted 15 cubic yard Drop-	\$ 5.00	\$ 60.00	\$ 90.00	\$ 140.65
	Non-compacted 20 cubic yard Drop-	\$ 5.00	\$ 70.00	\$ 90.00	\$ 154.20
	Non-compacted 25 cubic yard Drop-	\$ 5.00	\$ 80.00	\$ 90.00	\$ 167.75
	Non-compacted 30 cubic yard Drop-	\$ 5.00	\$ 90.00	\$ 90.00	\$ 181.30
	Non-compacted 40 cubic yard Drop-	\$ 5.00	\$ 100.00	\$ 90.00	\$ 208.40
	Compacted 15 cubic yard Drop-box			\$ 100.00	\$ 160.65
	Compacted 20 cubic yard Drop-box			\$ 100.00	\$ 174.20
	Compacted 25 cubic yard Drop-box			\$ 100.00	\$ 187.75
	Compacted 30 cubic yard Drop-box			\$ 100.00	\$ 201.30
	Compacted 40 cubic yard Drop-box			\$ 100.00	\$ 228.40
	Drop Box Miscellaneous Fees (per occurrence):				
	Return Trip				\$ 10.00
	Unlock Container (per p/u)				\$ 1.50
	Gate Opening (per p/u)				\$ 1.50

Attachment B

		Pounds per Unit	Disposal Fee	Collection Fee	Total Service Fee
On-Street	Can collection 30-50 gallons, per p/u	30.00	\$ 1.43	\$ 1.85	\$ 3.28
City Facilities	City Facilities flat rate, per mo.		\$ 218.17	\$ 423.50	\$ 641.67
Sweeping Solids	Disposal/recycling flat rate, per month.				\$ 800.00
Hourly Rates	Service	Rate/hour			
	Rear/Side-load packer + driver	\$ 110.00			
	Front-load packer + driver	\$ 110.00			
	Drop-box Truck + driver	\$ 90.00			
	Additional Labor (per person)	\$ 40.00			
Commercial Fluorescent Tube Recycling	Service	Rate/tube			
	Collection, first tube	\$ 20.00			
	Collection, additional tubes	\$ 2.00			

Attachment C

Rate Modification Examples

The collection and disposal components of the Customer charges listed in Attachment B will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Attachment B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

Collection Component Adjustment

March 2009 - February 2010 Rates

Haul Rate Payment Adjustment Components and Weights

Inflation Adjustment Component	2007 Value	2008 Value	Ratio to Base Year	Adjustment Factor
Fuel [1]	225.0	270.0	1.2000	
Labor [2]	110.0	120.0	1.0909	
CPI-W [3]	205.0	217.0	1.0585	
Weighted Index				1.0860

Example 1:

2008-9 32 Gallon Cart Collection (collection component) Fee: \$10.26

2009-10 Adjustment Weighted Index (calculated as above): 1.0860

2009-10 32 Gallon Can Collection (non-disposal component) Fee: \$11.14

Example 2:

2008-9 30 cubic yard Drop Box Haul Fee: \$184.60

2009-10 Adjustment Weighted Index (calculated as above): 1.0860

2009-10 30 cubic yard Drop Box Haul Fee: \$200.48

Notes:

- [1] Producer's Price Index Series ID No. WPU057303, Bureau of Labor Statistics, Index for #2 Diesel Fuel.
- [2] Employment Cost Index Series ID No. ECS121021, Bureau of Labor Statistics, Index for Total Labor Cost for Labor in Private Service-Producing Industries.
- [3] Consumer Price Index Series ID No. CWURA423SAO, Bureau of Labor Statistics, second-half annual index for Urban Wage Earners and Clerical Workers, Seattle-Tacoma-Bremerton Statistical Area.

Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

Step 1:

$$A = \text{ODC} \times \frac{\text{NTF}}{\text{OTF}}$$

Step 2:

$$\text{NDC} = A + ((A - \text{ODC}) \times \text{Current Excise Tax Rate})$$

Where NDC = The new disposal charge component of the Customer rate for a particular service level; and

NTF = The new disposal fee, dollars per ton; and

ODC = The old disposal charge component of the Customer rate for a particular service level; and

OTF = The old disposal fee, dollars per ton; and

A = Pre-excise tax adjusted disposal component

Current Excise Tax Rate = the current state excise tax rate (0.015 used for this example).

For example:

If the disposal fee increases from \$95.00 to \$105.00 per ton, and the old disposal component for 32-gallon residential cart is \$4.46 per month and the state excise tax rate is 0.015, the new disposal component will be:

$$\text{New Disposal Component} = (4.46 \times (105/95)) \text{ plus excise tax adjustment of } \$0.07 \text{ on the } \$0.47 \text{ increase} = \$5.00$$

Monthly City Fee Adjustment

The monthly City administrative fee will be adjusted in a similar format to the collection component adjustment described above.

For Example: New monthly City Fee = \$16,570.00 x 1.0860 = \$17,995.02

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APPENDIX D

Performance Bond Form

Bond No. K07568459

Issued in Triplicate

KNOW ALL MEN BY THESE PRESENTS: That we, CleanScapes, Inc., as Principal (hereafter "Principal"), and Westchester Fire Insurance Company, a New York corporation, as Surety (hereinafter "Surety"), subject to the conditions, limitations and exclusions of this Performance Bond, are firmly bound unto City of Shoreline as Obligor (hereinafter "Obligor"), for such monetary amount as incurred by the Obligor, not to exceed the amount of \$500,000.00 Dollars, as may be required to remedy any contractual default by the Principal in the performance of that certain written Contract between Principal and Obligor dated March 1, 2008 for Comprehensive Garbage, Recyclables and Yard Debris Collection (hereinafter "Contract"); for the payment hereof, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

NOW THEREFORE, if Principal shall well and truly perform its obligations of the above contract, including promptly, faithfully, and fully performing the contract and any contractual guaranty, and indemnify and hold harmless the Obligor from any loss, damage or claim which may result from any act or omission of the Principal, its agents, employees or subcontractors, then this obligation shall be null and void, otherwise to be in full force and effect subject to the following limitations and conditions.

LIMITATIONS AND CONDITIONS

Except for changes which substantially alter the scope and extent of the Principal's obligations under the contract, surety hereby waives notice of and consents to any contract alteration or extension of time made by the Obligor;

If reasonable notices of, and an opportunity to participate in an action is given to Surety, any judgment obtained against Obligor as a result of a default of the Principal, shall be conclusive against the Principal and Surety;

Surety's liability shall be limited to the damages corresponding to its Bond period, and does not extend to the complete period of time covered by the contract;

No suit or action shall be brought under this Bond unless a claim in writing is asserted against the Bond not later than two years from the termination date of the Bond;

Surety shall have the option of arranging for completion of the work for the remaining period of the Bond;

Surety and Obligor shall seek to cooperate in an effort to mitigate any damage flowing from a default by the Principal;

If Surety does not arrange for completion of the work for the remaining period of the Bond, Surety may pay to Obligor the penal sum of the Bond in complete discharge and exoneration of all liability of the Surety;

All payments made in good faith by Surety shall reduce the Surety's liability under the Bond to the extent of such payments, provided that if Surety elects at anytime to arrange for completion of the work for the remaining period of the Bond, Surety accepts the risk that the costs of completion may exceed the full amount of the Bond unless otherwise agreed to by Surety and Obligor;

Surety does not guaranty the Principal will be able to renew this Bond from year to year, or that Principal will be able to replace it through another Surety;

This Bond inures solely to the benefit of the Obligor. In the event that the Obligor is comprised of more than one person, firm, corporation, public or private entity, the conditions, limitations and exclusions of this Bond shall apply jointly to each and all constituents of the Obligor, and the aggregate liability of the Surety to the Obligor shall in no event exceed the above penal sum. No right of action shall accrue under this Bond to or for the use of any person, firm, corporation, public or private entity other than the Obligor;

Except as set forth herein, the provisions of the contract shall control;

The term of this Bond shall be for a period of one Year (1) beginning March 1, 2008 and ending February 28, 2009, Surety may, at its sole option, continue this Bond for periods of like duration by either the writing of a new Bond or the execution of a continuation certificate executed by its authorized Attorney-in-Fact; however, in no event shall the obligation of Surety exceed in the aggregate the amount herein stated. Regardless of the number of new Bonds or continuation certificates executed by Surety, or the periods of duration covered, with any "stacking" of Bonds or continuation certificates strictly prohibited;

Surety agrees to give Principal and Obligor not less than a 180 days notice, prior to expiration of this Bond, of its intent to not renew this Bond by the writing of a new Bond or the execution of a continuation certificate.

Dated this 1st day of March, 19 2008

CleanScapes, Inc.

By: [Signature]

Westchester Fire Insurance Company

By: [Signature]

Darlene Jakielski, Attorney-In-Fact



Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on November 8, 1999, to wit:

"RESOLVED, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, and Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, as Attorneys-In-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-In-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors."

Does hereby nominate, constitute and appoint M. J. COTTON, NANCY J. OSBORNE, S. M. SCOTT, DARLENE JAKIELSKI, JULIE M. GLOVER, THERESA A. LAMB, JIM S. KUICH, CHAD M. EPPLER and LAWRENCE J. NEWTON all of the City of Bothell, State of Washington, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five Million Dollars (\$25,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 19th day of September, 2006.



WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 19th day of September, A.D. 2006, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
Kathleen Tirri, Notary Public
Philadelphia, Philadelphia County
My commission expires September 22, 2007

Kathleen Tirri

Notary Public

I, the undersigned Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 1st day of March 2008



George D. Mulligan

George D. Mulligan, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 19, 2008.